

SOLICITATION/CONTRACT BIDDER/OFFEROR TO COMPLETE BLOCKS 11, 13, 15, 21, 22, & 27		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CRF 350)		RATING		PAGE 1 OF 4 PAGES	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE		4. SOLICITATION NUMBER SOL-HQ-16-00004		5. SOLICITATION TYPE <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)	
7. ISSUED BY SRRPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3805R Washington DC 20460		8. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE 100.00% FOR <input checked="" type="checkbox"/> SMALL BUSINESS SIC: 517410 SIZE STANDARD: \$32.50		<input type="checkbox"/> LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> COMBINED SMALL BUSINESS AND LABOR SURPLUS AREA CONCERNS <input type="checkbox"/> OTHER		6. SOLICITATION ISSUE DATE 08/18/2016	
9. (AGENCY USE) National Approach to Response Field Communications Workgroup Portable Satellite Units, Bandwidth and Maintenance Services							
10. ITEMS TO BE PURCHASED (BRIEF DESCRIPTION) <input type="checkbox"/> SUPPLIES <input checked="" type="checkbox"/> SERVICES Provide Ku-Band Satellite Internet/VoIP Service							
11. IF OFFER IS ACCEPTED BY THE GOVERNMENT WITHIN _____ CALENDAR DAYS (60 CALENDAR DAYS UNLESS OFFEROR INSERTS A DIFFERENT PERIOD) FROM THE DATE SET FORTH IN BLK 9 ABOVE, THE CONTRACTOR AGREES TO HOLD ITS OFFERED PRICES FIRM FOR THE ITEMS SOLICITED HEREIN AND TO ACCEPT ANY RESULTING CONTRACT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN.				12. ADMINISTERED BY SRRPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3805R Washington DC 20460			
13. CONTRACTOR/ OFFEROR		14. PAYMENT WILL BE MADE BY		15. PROMPT PAY DISCOUNT			
TELEPHONE NO. DUNS NO. <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK:					
		16. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION <input type="checkbox"/> 10 U.S.C. 2304 (C) () <input type="checkbox"/> 41 U.S.C. 253 (C) ()					
17. ITEM NO.	18. SCHEDULE OF SUPPLIES/SERVICES			19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	National Approach to Response Field Communications Workgroup Portable Satellite Units, Bandwidth and Maintenance Services The U.S. Environmental Protection Agency (EPA), Office of Acquisition Management (OAM) on behalf of the Office of Emergency Management (OEM) - Continued ...						
23. ACCOUNTING AND APPROPRIATION DATA						24. TOTAL AWARD AMOUNT (FOR GOVT USE ONLY)	
25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER <input type="checkbox"/> ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY CONTINUATION SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				26. AWARD OF CONTRACT: YOUR OFFER ON SOLICITATION NUMBER SHOWN IN BLOCK 4, INCLUDING ANY ADDITIONS OR <input type="checkbox"/> CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
27. SIGNATURE OF OFFEROR/CONTACTOR				28. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
NAME AND TITLE OF SIGNER (TYPE OR PRINT)		DATE SIGNED		NAME OF CONTRACTING OFFICER (TYPE OR PRINT)		DATE SIGNED	
				Elaine M. Scott			

NO RESPONSE FOR REASONS CHECKED		
<input type="checkbox"/>	CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/> CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/> DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> OTHER (Specify)		
<input type="checkbox"/> WE DO	<input type="checkbox"/> WE DO NOT, DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENTS OF THE TYPE OF ITEM(S) INVOLVED.	
NAME AND ADDRESS OF FIRM (Include ZIP Code)		SIGNATURE
		TYPE OR PRINT NAME AND TITLE OF SIGNER
<div>FROM:</div> <div>TO: SRRPOD SRRPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3805R Washington DC 20460</div> <div>SOLICITATION NO. SOL-HQ-16-00004</div> <div>DATE AND LOCAL TIME</div>		

AFFIX
STAMP
HERE

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

SOL-HQ-16-00004

PAGE

OF

3

4

NAME OF OFFEROR OR CONTRACTOR

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
	<p>Emergency Response Branch (ERB) under the Office of Land and Emergency Management (OLEM) and in accordance with FAR Part 15, issues the following Request for Proposal (RFP). This RFP is a one hundred percent (100%) Total Small Business Set-Aside. The North American Industry Classification System (NAICS) is: 51740 - Satellite Telecommunication with a \$30.0 Million size standard threshold. The Product Service Code is: D322 - IT and Telecom - Internet.</p> <p>The U.S. Environmental Protection Agency (EPA) intends to issue a Fixed Priced - Time & Material Contract for Satellite Telecommunications whereby providing Ku-Band Satellite Internet Service, Maintenance; Voice over Internet Protocol (VoIP) service for its existing 56 Portable Satellite Units (PSUs) and satellite dishes mounted to Mobile Command Posts (MCPs) and the maintenance of the PSUs as part of its national assets. The Emergency Response Branch (ERB) within the Office of Emergency Management (OEM) under the Office of Land and Emergency Management maintains 56 portable PSUs. The contractor shall assist in fulfilling these responsibilities within the Contiguous United States (CONUS) and Outside the Contiguous United States (OCONUS). The satellite communication devices are stored at fifteen (15) different geographically located warehouses and can be deployed throughout the CONUS and OCONUS areas. The contractor shall be prepared to provide the aforementioned services during Incidents of National Significance (e.g. Hurricane Katrina Response; Space Shuttle Crash; New Horizon-BP Gulf Oil Spill, etc); other emergency responses as well as pre-planned activities at Removal Sites. The requirements under this procurement include providing high-speed Internet connection for essential emergency response personnel and/or other Federal agencies, VoIP service to phone systems that provide incoming/outgoing voice connectivity via toll-free or local telephone numbers with unlimited domestic minutes and maintenance of the PSUs. Additional PSUs may be added as needed to support the mission of the agency.</p> <p>This Request for Proposal (RFP) is expected to Continued ...</p>				

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

SOL-HQ-16-00004

PAGE

OF

4

4

NAME OF OFFEROR OR CONTRACTOR

(A) ITEM NO.	(B) SUPPLIES/SERVICES	(C) QUANTITY	(D) UNIT	(E) UNIT PRICE	(F) AMOUNT
	<p>result in the award of one (1) Fixed Priced, Time and Material (FP/T&M) award term contract. The contract shall carry a one (1) year Base Period and four (4) one (1) year Option Periods for a potential total period of performance of five (5) years. Work will be issued by Technical Direction at the contract level. Instructions for preparing a technical and cost proposal can be found as an attachment to this solicitation. Any questions related to this RFP shall be submitted via email to the placement Contracting Officer, Elaine Scott at: scott.elaine@epa.gov and the Contract Specialist, Dionne Wright at: wright.dionne@epa.gov no later than August 29, 2016 - 3PM, EST. Responses to the questions will be posted via an amendment to this RFP no later than September 1, 2016. Proposals, both technical and cost, are due no later than September 19, 2016 - 3PM, EST via the instructions found in the solicitation attachment.</p> <p>NO PHONE CALLS WILL BE ACCEPTED AT THIS TIME.</p>				

TABLE OF CONTENTS

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS.....	4
B.1 TYPE OF CONTRACT (FAR 52.216-1).....	4
B.2 OTHER DIRECT COSTS (ODC) (EPA-B-31-101).....	4
B.3 LIMITATION OF GOVERNMENT OBLIGATION – EPA-B-32-103.....	5
SECTION C – DESCRIPTIONS/SPECIFICATIONS/WORK STATEMENT.....	7
C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP-H-07-103).....	7
C.2 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT SPECIFICATIONS (EP-C-10-101).....	7
C.3 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EP-C-10-102).....	8
C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79)(JAN 2012).....	8
C.5 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S-97-1)(MAY 1999).....	8
SECTION D – PACKAGING AND MARKING.....	10
SECTION E – INSPECTION AND ACCEPTANCE.....	11
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	11
E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100)(APR 1984).....	11
SECTION F – DELIVERIES OR PERFORMANCE.....	12
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	12
F.2 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72)(JUN 1996).....	12
F.3 WORKING FILES (EPAAR 1552.211-75)(APR 1984).....	14
F.4 PERIOD OF PERFORMANCE (EPA-F-12-101).....	14
SECTION G – CONTRACT ADMINISTRATION DATA.....	15
G.1 ERRORS AND OMISSIONS (EPA-H-46-101).....	15
G.2 INDIRECT COSTS (EPAAR 1552.242-7)(APR 1984) DEVIATION.....	15
G.3 FINANCIAL ADMINISTRATIVE CONTRACTING OFFICER (EPAAR 1552.242-72)(OCT 2000).....	16
G.4 CONTRACT ADMINISTRATION REPRESENTATIVE (EP-G-42-101).....	17
G.5 GOVERNMENT PROPERTY (FAR 52.245-1)(APR 2012).....	17
G.6 GOVERNMENT PROPERTY ALTERNATE 1 (FAR 52.245-1)(APR 2012).....	26
G.7 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71)(APR 1984).....	26
SECTION H – SPECIAL CONTRACT REQUIREMENTS.....	27
H.1 DISPLAY OF EPA OFFICE IF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000) DEVIATION.....	27
H.2 PRINTING (EPAAR 1552.208-70)(DEC 2005).....	27
H.3 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.242-71)(JULY 2011).....	28
H.4 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110)(APR 1990).....	29
H.5 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115)(JUL 1991).....	29
H.6 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76)(MAY 1994).....	29
H.7 APPROVAL OF CONTRACTOR TRAVEL (EPA-H-31-104).....	30
H.8 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70)(APR 1984).....	30
H.9 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71)(APR 1984).....	31
H.10 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79)(APR 1996).....	32
H.11 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80)(OCT 2000).....	33
H.12 CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70)(APR 1984).....	33
H.13 TECHNICAL DIRECTION (EPAAR 1552.237-71)(AUG 2009).....	34
H.14 KEY PERSONNEL (EPAAR 1552.237-72)(APR 1984).....	35
H.15 PUBLIC COMMUNICATION (EP-H-07-101).....	35
H.16 PUBLICITY (EPAAR 1552.237-74)(APR 1984).....	36
H.17 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75)(APR 1984).....	36

H.18	GOVERNMENT – CONTRACTOR RELATIONS (EPAAR 1552.237-76)(JUN 1999).....	36
H.19	DATA (EP-H-27-101).....	37
H.20	INTERNATIONAL INSURANCE (EP-H-28-101).....	38
H.21	COMPLIANCE WITH INTERNATIONAL LAWS AND REGULATIONS (EP-H-25-101).....	38
H.22	RETENTION AND AVAILABILITY OF CONTRACTOR FILES (LOCAL-LW-04-02)(DEC 2001).....	39
H.23	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (FAR 52.249-2)(APR 2012).....	40
H.24	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)(FAR 52.249-8)(APR 1984).....	41
H.25	TEMPORARY CLOSURES OF EPA FACILITIES (EPA-H-42-103).....	42
H.26	EVALUATION OF CONTRACT OPTIONS (EPAAR 1552.217-70)(APR 1984).....	43
H.27	OPTION TO EXTEND THE TERM OF THE CONTRACT FIXED-PRICE (EPAAR 1552.217-77)(OCT 2000).....	43
H.28	UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION – (EPA-H-42-102)(FEB 2014)....	45
SECTION I – CONTRACT CLAUSES.....		45
I.1	NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	45
I.2	DEFINITIONS (FAR 52.202-1)(NOV 2013).....	47
I.3	PAYMENTS UNDER TIME-AND-MATERIAL AND LABOR-HOUR CONTRACTS (FAR 52.232-7) (AUG 2012).....	47
I.4	OPTION TO EXTEND SERVICES (FAR 52.217-8)(NOV 1999).....	50
I.5	OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9)(MAR 2000).....	51
I.6	PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21)(APR 2015).....	51
I.7	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATINAL LABOR RELATIONS ACT (FAR 52.222-40)(DEC 2010).....	51
I.8	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5)(MAY 2011).....	52
I.9	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19)(APR 1984).....	53
I.10	SUBCONTRACTS (FAR 52.244-2)(OCT 2010).....	53
I.11	COMPETITION IN SUBCONTRACTING (FAR 52.244-5)(DEC 1996).....	54
I.12	SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6)(DEC 2015).....	54
I.13	CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2)(FEB 1998).....	55
I.14	AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6)(APR 1984).....	55
I.15	EXECUTIVE ORDER 13201 – NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES, 29 CFR PART 470 (EP-S-04-02)(APR 2004).....	56
SECTION J – LIST OF ATTACHMENTS.....		57
J.1	LIST OF ATTACHMENTS (EP-J-52-101).....	57
SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENT OF OFFERORS.....		58
K.1	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2)(APR 1985).....	58
K.2	TAXPAYER IDENTIFICATION (FAR 52.204-3)(OCT 1998).....	58
K.3	ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8)(JAN 2016).....	60
K.4	CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-5)(OCT 2015).....	62
K.5	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-19)(DEC 2014).....	63
K.6	SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1)(OCT 2014).....	63
K.7	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22)(FEB 1999).....	66
K.8	AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25)(APR 1984).....	66
K.9	SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70)(APR 1984).....	66
K.10	SIGNATURE BLOCK (EP 52.299-900)(APR 1984).....	67
SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS.....		68
L.1	NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	68
L.2	INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (FAR 52.215-1)(JAN 2004).....	68
L.3	FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16)(JUNE 2003).....	72
L.4	SERVICE OF PROTEST (FAR 52.233-2)(SEP 2006).....	72
L.5	IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10)(MAR 2015).....	72
L.6	SOLICITATION PROVISION INCORPORATED BY REFERENCE (FAR 52.252-1)(FEB 1998).....	73
L.7	PROPOSED CONTRACT START DATE (EP 52.212-170)(AUG 1984).....	73
L.8	ELECTRONIC SUBMISSION OF PROPOSALS (EPA-L-15-104).....	73
L.9	INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS (EPAAR 1552.215-72)(AUG 1999).....	74
L.10	TECHNICAL QUESTIONS (EP 52.215-110)(APR 1984).....	74

L.11	PAST PERFORMANCE INFORMATION – (EPAAR 1552.215-75)(OCT 2000).....	74
L.12	RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115)(MAR 1989).....	76
L.13	IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EPA-L-19-101).....	76
L.14	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (MULTI-YEAR AND OPTION CONTRACTS)(MAY 2014).....	76
L.15	NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTEST (EPAAR 1552.233-70)(JUL 1999).....	77
	SECTION M – EVALUATION FACTORS FOR AWARD.....	78
M.1	NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	78
M.2	EPA SOURCE EVALUATION AND SELECTION PROCEDURES – NEGOTIATED PROCUREMENT (EPAAR 1552.215-70)(AUG 1999).....	78
M.3	EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71)(AUG 1999).....	78
	ATTACHMENTS.....	81
	ATTACHMENT 1 – CONTRACT LINE ITEMS FOR FIXED PRICED SERVICES.....	82
	ATTACHMENT 2 – CONTRACT LINE ITEMS FOR FIXED LABOR RATES.....	85
	ATTACHMENT 3 – PERFORMANCE WORK STATEMENT	87
	ATTACHMENT 3A – PSU SITE LOCATIONS.....	93
	ATTACHMENT 3B – EXISTING EPA EQUIPMENT LIST.....	95
	ATTACHMENT 3C – SAMPLE PORTABLE SATELLITE UNIT DEPLOYMENTSCENARIOS.....	97
	ATTACHMENT 4 – INVOICING REQUIREMENTS.....	99
	ATTACHMENT 5 – PROPOSAL INSTRUCTIONS.....	101
	ATTACHMENT 5A – TECHNICAL INSTRUCTIONS.....	102
	ATTACHMENT 5B – COST INSTRUCTIONS.....	107
	ATTACHMENT 6 – CLIENT AUTHORIZATION LETTER.....	113
	ATTACHMENT 7 – PAST PERFORMANCE QUESTIONNAIRE.....	115

SECTION B - SUPPLIES OR SERVICES/PRICES

B.1 TYPE OF CONTRACT – FAR 52.216-1

The Government contemplates award of a Fixed Price, Time and Material contract type pursuant to Federal Acquisition Regulation (FAR) subpart 16.102(b) resulting from this solicitation. This solicitation is designated as a total small business set aside and open to all small business socioeconomic classifications as outlined in Federal Acquisition Regulation (FAR) Part 19, "Small Business Programs". It is anticipated the resultant contract will consist of a one (1) year base period of performance, and four (4) one (1) year Option Periods.

B.2 OTHER DIRECT COSTS - EPA-B-31-101

For the categories listed, Other Direct Costs in excess of the following are not allowable as a charges to this contract without the prior written approval of the Contracting Officer:

BASE PERIOD (YEAR 1)

CLIN	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
0001	OTHER DIRECT COSTS + G/A (IF APPLICABLE) a. Rebuild/purchase PSUs b. Repair, upgrade PSUs c. Emergency On-Site Service	LOT	103,100.00	103,100.00
0002	TRAVEL (estimated 25 trips)	LOT	23,000.00	23,000.00

NOTE #1: CLINS 0001 THRU 0002 ARE ESTIMATES ONLY. THEY ARE NOT GUARANTEED. THE AMOUNT REPRESENTS THE GOVERNMENT'S BEST ESTIMATE AS TO THE TOTAL AMOUNT NEEDED DURING THE CONTRACT PERIOD. THESE CLINS ARE COST REIMBURSEABLE.

OPTION PERIOD I (YEAR 2)

CLIN	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
1001	OTHER DIRECT COSTS + G/A (IF APPLICABLE) a. Rebuild/purchase PSUs b. Repair, upgrade PSUs c. Emergency On-Site Service	LOT	106,200.00	106,200.00
1002	TRAVEL (estimated 25 trips)	LOT	23,700.00	23,700.00

NOTE #1: CLINS 1001 THRU 1002 ARE ESTIMATES ONLY. THEY ARE NOT GUARANTEED. THE AMOUNT REPRESENTS THE GOVERNMENT'S BEST ESTIMATE AS TO THE TOTAL AMOUNT NEEDED DURING THE CONTRACT PERIOD. THESE CLINS ARE COST REIMBURSEABLE.

OPTION PERIOD II (YEAR 3)

CLIN	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
2001	OTHER DIRECT COSTS + G/A (IF APPLICABLE) a. Rebuild/purchase PSUs b. Repair, upgrade PSUs c. Emergency On-Site Service	LOT	109,400.00	109,400.00
2002	TRAVEL (estimated 25 trips)	LOT	24,411.00	24,411.00

NOTE #1: CLINS 2001 THRU 2002 ARE ESTIMATES ONLY. THEY ARE NOT GUARANTEED. THE AMOUNT REPRESENTS THE GOVERNMENT'S BEST ESTIMATE AS TO THE TOTAL AMOUNT NEEDED DURING THE CONTRACT PERIOD. THESE CLINS ARE COST REIMBURSEABLE.

OPTION PERIOD III (YEAR 4)

CLIN	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
3001	OTHER DIRECT COSTS + G/A (IF APPLICABLE) a. Rebuild/purchase PSUs b. Repair, upgrade PSUs Emergency On-Site Service	LOT	112,682.00	112,682.00
3002	TRAVEL (estimated 25 trips)	LOT	25,143.00	25,143.00

NOTE #1: CLINS 3001 THRU 3002 ARE ESTIMATES ONLY. THEY ARE NOT GUARANTEED. THE AMOUNT REPRESENTS THE GOVERNMENT'S BEST ESTIMATE AS TO THE TOTAL AMOUNT NEEDED DURING THE CONTRACT PERIOD. THESE CLINS ARE COST REIMBURSEABLE.

OPTION PERIOD IV (YEAR 5)

CLIN	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
4001	OTHER DIRECT COSTS + G/A (IF APPLICABLE) a. Rebuild/purchase PSUs b. Repair, upgrade PSUs Emergency On-Site Service	LOT	116,062.00	116,062.00
4002	TRAVEL (estimated 25 trips)	LOT	25,897.00	25,897.00

NOTE #1: CLINS 4001 THRU 4002 ARE ESTIMATES ONLY. THEY ARE NOT GUARANTEED. THE AMOUNT REPRESENTS THE GOVERNMENT'S BEST ESTIMATE AS TO THE TOTAL AMOUNT NEEDED DURING THE CONTRACT PERIOD. THESE CLINS ARE COST REIMBURSEABLE.

The ceiling price for Other Direct Costs shall not exceed the fixed amount (found in Section B.4) per contract year. The total ceiling amount of Other Direct Costs shall not exceed \$547,444.00 for the total period of the contract. The ceiling price for Travel shall not exceed the fixed amount (found in Section B.3) per contract years. The total ceiling amount of Travel shall not exceed \$99,151.00 for the total period of the contract.

B.3 LIMITATION OF GOVERNMENT OBLIGATION (EPA-B-32-103)

(a) Severable services may be incrementally funded. Non-severable services shall not be incrementally funded. Contract line items containing the Fixed Labor Rates for Services Contract Line Items (CLINs) are severable and may be incrementally funded. For these items, the sum of TBD at Contract Award of the total price is presently available for payment and allotted to this contract.

(b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted for those items to the contract. The Contractor shall not continue work on those items beyond that point. Subject to the clause entitled "Termination for Convenience of the Government," the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of the termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (h) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 30 days prior to the date when, in the Contractor's best

judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate **85%** percent of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of the applicable line items up to the next scheduled date for the allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If, after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government."

(d) The parties contemplate that, subject to the availability of appropriations, the Government may allot additional funds for continued performance of the contract line items identified in paragraph (a) of this clause and will determine the estimated period of contract performance which will be covered by the funds. If additional funds are allotted, the Contracting Officer will notify the Contractor in writing. The Contractor shall not resume performance of the contract line items identified in paragraph (a) until the written notice is received. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

(e) The Government may, at any time prior to termination, allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.

(f) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded.

(g) Nothing in this clause affects the right of the Government to otherwise terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".

(h) The parties contemplate that the Government may obligate funds to this contract in accordance with the following schedule:

RECAPITULATION:

	PRIOR AMOUNT	THIS MOD	NEW AMOUNT
Base Period	TBD		
Total Maximum Amount:	<u>TBD</u>		
Funded Amount:	<u>TBD</u>		

SECTION C - DESCRIPTION/SPECIFICATIONS

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP-H-07-103)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of the Performance Work Statement, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK/PERFORMANCE WORK STATEMENT SPECIFICATIONS (EP-C-10-101)

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the tasks outlined in the Performance Work Statement. Work will be ordered against the subject Performance Work Statement through Contracting Officer Representative issuance of technical direction.

C.3 INCORPORATION OF CONTRACTOR'S TECHNICAL PROPOSAL (EP-C-10-102)

Section(s) **TBD** of the Contractor's technical proposal entitled, **TBD** dated at the time of award is/are incorporated by reference and made a part of this contract. In the event of any inconsistency between the clauses of this contract and the Contractor's technical proposal, the contract clauses take precedence.

C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (JAN 2012)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information policy Web site. Upon receipt of a work request (i.e. technical direction), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.

(c) Section 508 requirements (accessibility). Contract deliverables are required to be compliant with Section 508 requirements (accessibility for people with disabilities). The Environmental Protection Agency policy for 508 compliance can be found at www.epa.gov/accessibility.

(d) Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/policies/index.html>.

C.5 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D- PACKAGING AND MARKING

[For this Contract, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
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52.246-4	AUG 1996	INSPECTION OF SERVICES--FIXED-PRICE
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52.246-16	APR 1984	RESPONSIBILITY FOR SUPPLIES
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E.2 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, the Project Officer (PO) TBD is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at: TBD.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
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52.242-15	AUG 1989	STOP WORK ORDER
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52.247-34	NOV 1991	F.O.B. DESTINATION
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F.2 MONTHLY PROGRESS REPORT (EPAAR 1552.211-72) (JUN 1996)

(a) The Contractor shall furnish 2 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost to the Contracting Officer and Project Officer.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the contract level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount, less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the assignment.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each technical direction given during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 15th of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (c), for details on the timing of submittals. Distribute reports as follows:

No. of copies	Addressee
TBD	Project Officer
TBD	Contracting Officer

F.3 WORKING FILES (EPAAR 1552.211-75) (APR 1984)

The Contractor shall maintain accurate working files on all work documentation including calculations, assumptions, interpretations of regulations, sources of information, and other raw data required in the performance of this contract. The Contractor shall provide the information contained in its working files upon request of the Contracting Officer.

F.4 PERIOD OF PERFORMANCE (EPA-F-12-101)

The period of performance of this contract shall be from date of award through sixty (60) months exclusive of all required reports.

The effective period of this contract is from the date of award through a 12-month base period and four (4) potential 12 month option periods.

Base Period: Date of award through 12 month

Option Period 1: 13 month through 24th month

Option Period 2: 25th month through 36th month

Option Period 3: 37th month through 48th month

Option Period 4: 49th month through 60th month

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 ERRORS AND OMISSIONS (EPA-H-46-101)

(a) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Contractor under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications, and other services.

(b) Neither the Government's review, approval or acceptance of, nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Contractor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Contractor's negligent performance of any of the services furnished under this contract.

(c) The rights and remedies of the Government provided for under this contract are in addition to any other rights and remedies provided by law.

(d) If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

G.2 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
Chief, Cost and Rate Negotiation Service Center
Office of Acquisition Management (3802R)
William Jefferson Clinton Building
1200 Pennsylvania Avenue, N.W.
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

TBD

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

	Base	Option Period 1	Option Period 2	Option Period 3	Option Period 4
ODCs	\$103,100.00	\$106,200.00	\$109,400.00	\$112,682.00	\$116,062.00
Travel	\$23,000.00	\$23,700.00	\$24,411.00	\$25,143.00	\$25,897.00
Transition	TBD	0	0	0	0

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.3 FINANCIAL ADMINISTRATIVE CONTRACTING OFFICER (EPAAR 1552.242-72) (OCT 2000)

(a) A Financial Administrative Contracting Officer (FACO) is responsible for performing certain post-award functions related to the financial aspects of this contract when the EPA is the cognizant federal agency. These functions include the following duties:

- (1) Review the contractor's compensation structure and insurance plan.
- (2) Negotiate advance agreements applicable to treatment of costs and to Independent Research & Development/Bid and Proposal costs.
- (3) Negotiate changes to interim billing rates and establish final indirect cost rates and billing rates.
- (4) Prepare findings of fact and issue decisions related to financial matters under the Disputes clause, if appropriate.
- (5) In connection with Cost Accounting Standards:
 - (A) Determine the adequacy of the contractor's disclosure statements;
 - (B) Determine whether the disclosure statements are in compliance with Cost Accounting Standards and FAR Part 31;

(C) Determine the contractor's compliance with Cost Accounting Standards and disclosure statements, if applicable; and

(D) Negotiate price adjustments and execute supplemental agreements under the Cost Accounting Standards clauses at FAR 52.230-3, 52.230-4, and 52.230-5.

(6) Review, approve or disapprove, and maintain surveillance of the contractor's purchasing system.

(7) Perform surveillance, resolve issues, and establish any necessary agreements related to the contractor's cost/schedule control system, including travel policies/procedures, allocation and cost charging methodology, timekeeping and labor distribution policies and procedures, subcontract payment practices, matters concerning relationships between the contractor and its affiliates and subsidiaries, and consistency between bid and accounting classifications.

(8) Review, resolve issues, and establish any necessary agreements related to the contractor's estimating system.

(b) The FACO shall consult with the contracting officer whenever necessary or appropriate and shall forward a copy of all agreements/ decisions to the contracting officer upon execution.

(c) The FACO for this contract is: TBD.

G.4 CONTRACT ADMINISTRATION REPRESENTATIVE (EP-G-42-101)

Contract-Level Contracting Officers Representatives (CORs)/Project Officers for this contract are as follows:
COR/Project Officer:

TBD

Alternate COR/Project Officer:

TBD

Contracting Officials responsible for administering this contract are as follows:
Administrative Contracting Officer:

TBD

Contract Specialist:

TBD

G.5 GOVERNMENT PROPERTY (FAR 52.245-1)(APR 2012)

(a) Definitions. As used in this clause—

“Cannibalize” means to remove parts from Government property for use or for installation on other Government property.

“Contractor-acquired property” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

“Contractor inventory” means—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

“Contractor’s managerial personnel” means the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

- (1) All or substantially all of the Contractor’s business;
- (2) All or substantially all of the Contractor’s operation at any one plant or separate location; or
- (3) A separate and complete major industrial operation.

“Demilitarization” means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

“Discrepancies incident to shipment” means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

“Equipment” means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

“Government-furnished property” means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

“Government property” means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

“Loss of Government property” means unintended, unforeseen or accidental loss, damage or destruction to Government property that reduces the Government’s expected economic benefits of the property. Loss of Government property does not include purposeful destructive testing, obsolescence, normal wear and tear or manufacturing defects. Loss of Government property includes, but is not limited to—

- (1) Items that cannot be found after a reasonable search;
- (2) Theft;
- (3) Damage resulting in unexpected harm to property requiring repair to restore the item to usable condition; or
- (4) Destruction resulting from incidents that render the item useless for its intended purpose or beyond economical repair.

“Material” means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

“Nonseverable” means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

“Precious metals” means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

“Production scrap” means unusable material resulting from production, engineering, operations and maintenance, repair, and research and development contract activities. Production scrap may have value when re-melted or reprocessed, e.g., textile and metal clippings, borings, and faulty castings and forgings.

“Property” means all tangible property, both real and personal.

“Property Administrator” means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

“Property records” means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

“Provide” means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

“Real property” See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

“Sensitive property” means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

“Unit acquisition cost” means—

- (1) For Government-furnished property, the dollar value assigned by the Government and identified in the contract; and
- (2) For contractor-acquired property, the cost derived from the Contractor’s records that reflect consistently applied generally accepted accounting principles

(b) Property management -

(1) The Contractor shall have a system of internal controls to manage (control, use, preserve, protect, repair, and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective and efficient control of Government property. The Contractor shall disclose any significant changes to its property management system to the Property Administrator prior to implementation of the changes. The Contractor may employ customary commercial practices, voluntary consensus standards, or industry-leading practices and standards that provide effective and efficient Government property management that are necessary and appropriate for the performance of this contract (except where inconsistent with law or regulation).

(2) The Contractor’s responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost property. This requirement applies to all Government property under the Contractor’s accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(4) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness and shall perform periodic internal reviews, surveillances, self assessments, or audits. Significant findings or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(c) Use of Government property.

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are—

- (i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;
 - (ii) Required for normal maintenance; or
 - (iii) Otherwise authorized by the Contracting Officer.
- (3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.
- (d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3)

(i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), is subject to the provisions of this clause. The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract,

the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

- (A) Issuance of the property for use in contract performance;
- (B) Commencement of processing of the property for use in contract performance; or
- (C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(f) Contractor plans and systems.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property and document the receipt, record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

(1) The name, part number and description, National Stock Number (if needed for additional item identification tracking and/or disposition), and other data elements as necessary and required in accordance with the terms and conditions of the contract.

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service (if required in accordance with the terms and conditions of the contract).

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control.

(A) The Contractor shall award subcontracts that clearly identify items to be provided and the extent of any restrictions or limitations on their use. The Contractor shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies, loss of Government property, physical inventory results, audits and self-assessments, corrective actions, and other property-related reports as directed by the Contracting Officer.

(vii) Relief of stewardship responsibility and liability. The Contractor shall have a process to enable the prompt recognition, investigation, disclosure and reporting of loss of Government property, including losses that occur at subcontractor or alternate site locations.

(A) This process shall include the corrective actions necessary to prevent recurrence.

(B) Unless otherwise directed by the Property Administrator, the Contractor shall investigate and report to the Government all incidents of property loss as soon as the facts become known. Such reports shall, at a minimum, contain the following information:

- (1) Date of incident (if known).
- (2) The data elements required under (f)(1)(iii)(A).
- (3) Quantity.
- (4) Accountable contract number.
- (5) A statement indicating current or future need.
- (6) Unit acquisition cost, or if applicable, estimated sales proceeds, estimated repair or replacement costs.
- (7) All known interests in commingled material of which includes Government material.
- (8) Cause and corrective action taken or to be taken to prevent recurrence.
- (9) A statement that the Government will receive compensation covering the loss of Government property, in the event the Contractor was or will be reimbursed or compensated.
- (10) Copies of all supporting documentation.
- (11) Last known location.
- (12) A statement that the property did or did not contain sensitive, export controlled, hazardous, or toxic material, and that the appropriate agencies and authorities were notified.

(C) Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility and liability for property when—

(1) Such property is consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator;

(2) Property Administrator grants relief of responsibility and liability for loss of Government property;

(3) Property is delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(4) Property is disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) Utilizing Government property.

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss of Government property cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions, loss of Government property, and disposition of material and equipment.

(g) Systems analysis.

(1) The Government shall have access to the Contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property.

(1) Unless otherwise provided for in the contract, the Contractor shall not be liable for loss of Government property furnished or acquired under this contract, except when any one of the following applies—

(i) The risk is covered by insurance or the Contractor is otherwise reimbursed (to the extent of such insurance or reimbursement). The allowability of insurance costs shall be determined in accordance with 31.205-19.

(ii) Loss of Government property that is the result of willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(iii) The Contracting Officer has, in writing, revoked the Government's assumption of risk for loss of Government property due to a determination under paragraph (g) of this clause that the Contractor's property management practices are inadequate, and/or present an undue risk to the Government, and the Contractor failed to take timely corrective action. If the Contractor can establish by clear and convincing evidence that the loss of

Government property occurred while the Contractor had adequate property management practices or the loss did not result from the Contractor's failure to maintain adequate property management practices, the Contractor shall not be held liable.

(2) The Contractor shall take all reasonable actions necessary to protect the property from further loss. The Contractor shall separate the damaged and undamaged property, place all the affected property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss of Government property.

(4) The Contractor shall reimburse the Government for loss of Government property, to the extent that the Contractor is financially liable for such loss, as directed by the Contracting Officer.

(5) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible. Standard Form 1428

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer or authorizing official.

(1) Predisposal requirements.

(i) If the Contractor determines that the property has the potential to fulfill requirements under other contracts, the Contractor, in consultation with the Property Administrator, shall request that the Contracting Officer transfer the property to the contract in question, or provide authorization for use, as appropriate. In lieu of transferring the property, the Contracting Officer may authorize the Contractor to credit the costs of Contractor-acquired property (material only) to the losing contract, and debit the gaining contract with the corresponding cost, when such material is needed for use on another contract. Property no longer needed shall be considered contractor inventory.

(ii) For any remaining Contractor-acquired property, the Contractor may purchase the property at the unit acquisition cost if desired or make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices.)

(2) Inventory disposal schedules.

(i) Absent separate contract terms and conditions for property disposition, and provided the property was not reutilized, transferred, or otherwise disposed of, the Contractor, as directed by the Plant Clearance Officer or authorizing official, shall use Standard Form 1428, Inventory Disposal Schedule or electronic equivalent, to identify and report—

(A) Government-furnished property that is no longer required for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government, in the event that the property is offered for sale.

(iii) Separate inventory disposal schedules are required for aircraft in any condition, flight safety critical aircraft parts, and other items as directed by the Plant Clearance Officer.

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

- (A) Any additional information that may facilitate understanding of the property's intended use.
- (B) For work-in-progress, the estimated percentage of completion.
- (C) For precious metals in raw or bulk form, the type of metal and estimated weight.
- (D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(3) Submission requirements.

(i) The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

(A) 30 days following the Contractor's determination that a property item is no longer required for performance of this contract;

(B) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(C) 120 days, or such longer period as may be approved by the Termination Contracting Officer, following contract termination in whole or in part.

(ii) Unless the Plant Clearance Officer determines otherwise, the Contractor need not identify or report production scrap on inventory disposal schedules, and may process and dispose of production scrap in accordance with its own internal scrap procedures. The processing and disposal of other types of Government-owned scrap will be conducted in accordance with the terms and conditions of the contract or Plant Clearance Officer direction, as appropriate.

(4) Corrections. The Plant Clearance Officer may—

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(5) Post-submission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(6) Storage.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(7) Disposition instructions.

(i) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant

Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(ii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(8) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(9) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(3) of this clause.

(k) Abandonment of Government property.

(1) The Government shall not abandon sensitive property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any non-sensitive property in place, at which time all obligations of the Government regarding such property shall cease.

(3) Absent contract terms and conditions to the contrary, the Government may abandon parts removed and replaced from property as a result of normal maintenance actions, or removed from property as a result of the repair, maintenance, overhaul, or modification process.

(4) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

G.6 GOVERNMENT PROPERTY ALTERNATE 1 (FAR 52.245-1) (APR 2012)

Alternate I (Apr 2012). As prescribed in 45.107(a)(2), substitute the following for paragraph (h)(1) of the basic clause:

(h)(1) The Contractor assumes the risk of, and shall be responsible for, any loss of Government property upon its delivery to the Contractor as Government-furnished property. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

G.7 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (APR 1984)

(a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely written request for an equitable adjustment; and
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the technical direction.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000) DEVIATION

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling 1-888-546-8740.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.2 PRINTING (EPAAR 1552.208-70) (DEC 2005)

(a) Definitions.

“Printing” is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

“Composition” applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

“Camera copy” (or “camera-ready copy”) is a final document suitable for printing/duplication.

“Desktop Publishing” is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered “printing.” However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered “printing”.

“Microform” is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

“Duplication” means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

“Requirement” means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

“Incidental” means a draft and/or proofed document (not a final document) that is not prohibited from printing under EPA contracts.

(b) Prohibition.

(1) The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is eliminate duplication of final documents.

(2) In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) Affirmative Requirements.

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) Permitted Contractor Activities.

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing if it is deemed appropriate to exceed the duplication thresholds. Duplication services of "incidentals" in excess of the thresholds, are allowable.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, such pages shall not exceed the maximum image size of 10 3/4 by 14 1/4 inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these thresholds, contractors must immediately notify the contracting officer in writing. The contracting officer must obtain a waiver from the U. S. Congress Joint Committee on Printing.

(e) Violations.

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) Flowdown Provision.

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

H.3 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.242-71) (JULY 2011)

In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR 1542.15, the EPA will prepare and submit past performance evaluations to the Past Performance Information Retrieval System (PPIRS). Evaluation reports will be documented not later than 120 days after the end of an evaluation period by using the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS. Contractors must register in CPARS in order to view/comment on their past performance reports.

H.4 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.5 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.6 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.7 APPROVAL OF CONTRACTOR TRAVEL (EPA-H-31-104)

(a) For purposes of this clause, the term "travel" does not include local transportation. "Local Transportation" is defined as travel within 50 miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.

(b) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Contract-Level COR. This approval shall be separate from the process associated with the approval of work plans. (See paragraph (f) below).

(c) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that is identified in the contract's Statement of Work (and/or any applicable work assignment). The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Contract-Level COR specifically approves the travel proposed under a work assignment (apart from approval of the remainder of the work assignment- see paragraph (e) below), the contractor shall not perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.

(d) Travel expenses for Federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Statement of Work.

(e) To obtain the approval for travel, the contractor shall submit a separate written request to the Contract-Level COR for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:

(1) Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.

(2) Description of circumstances necessitating the travel. Identify the work assignment(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Statement of Work.

(3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(f) Approval of work plans that include travel as an other direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Contract-Level COR.

(g) While on travel, Contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While attending EPA-sponsored meetings, conferences, symposia, etc. or while on a Government site, Contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as an official representative of the Agency at meetings, conferences, symposia, etc.

H.8 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.9 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.10 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.11 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

H.12 CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984)

(a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.

(b) Except as indicated in paragraph (c) below, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within 30 calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.

(c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:

(1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.

(2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number)to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."

(3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

(d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.

(e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and at its own expense, and shall include the following statement in any independent publication:

Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.

H.13 TECHNICAL DIRECTION (EPAAR 1552.237-71) (AUG 2009)

(a) Definitions.

Contracting officer's representative (COR), means an individual appointed by the contracting officer in accordance with Agency procedures to perform specific technical and administrative functions.

(b) The contracting officer's representative(s) may provide technical direction on contract or work request performance. Technical direction includes:

(1) Instruction to the contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the contract. The contracting officer's representative (s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the contract;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the contract;

(4) Alters the period of performance of the contract; or

(5) Changes any of the other terms or conditions of the contract.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) days after oral issuance. The contracting officer will be copied on any technical direction issued by the contracting officer's representative.

(e) If, in the contractor's opinion, any instruction or direction by the contracting officer's representative (s) falls within any of the categories defined in paragraph (c) of the clause, the contractor shall not proceed but shall notify

the contracting officer in writing within 3 days after receiving it and shall request that the contracting officer take appropriate action as described in this paragraph. Upon receiving this notification, the contracting officer shall:

- (1) Advise the contractor in writing as soon as practicable, but no later than 30 days after receipt of the contractor's notification, that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract;
 - (2) Advise the contractor within a reasonable time that the government will issue a written modification to the contract; or
 - (3) Advise the contractor that the technical direction is outside the scope of the contract and is thereby rescinded.
- (f) A failure of the contractor and contracting officer to agree as to whether the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this contract.
- (g) Any action(s) taken by the contractor, in response to any direction given by any person acting on behalf of the government or any government official other than the contracting officer or the contracting officer's representative, shall be at the contractor's risk.

H.14 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

- (a) The Contractor shall assign to this contract the following key personnel:

Title	Name
Project Manager	TBD
Field Deployment Engineer	TBD

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.15 PUBLIC COMMUNICATION (EP-H-07-101)

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust, and to not mislead the public, the Contractor shall, when communicating with outside parties, identify itself as an Agency Contractor.

When performing work for EPA, contractor personnel must be easily identifiable to the public as an EPA contractor through use of badges, corporate logos, or other distinguishable credentials.

H.16 PUBLICITY (EPAAR 1552.237-74) (APR 1984)

(a) The Contractor agrees to notify and obtain the verbal approval of the on-scene coordinator (or Project Officer) prior to releasing any information to the news media regarding the removal or remedial activities being conducted under this contract.

(b) It is also agreed that the Contractor shall acknowledge EPA support whenever the work funded in whole or in part by this contract is publicized in any news media.

H.17 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.18 GOVERNMENT - CONTRACTOR RELATIONS (JUN 99) (EPAAR 1552.237-76) (JUN 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

- (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
- (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.
- (3) Be used in administration or supervision of Government procurement activities.

(c) Employee Relationship:

- (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.
- (2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

- (1) Payments by the Government under this contract are not subject to Federal income tax withholdings.
- (2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.
- (3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.
- (4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.
- (4) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.
- (e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.
 - (1) The Contractor should notify the Contracting Officer in writing promptly, within 5 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.
 - (2) The Contracting Officer will promptly, within 30 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:
 - (i) confirm that the conduct is in violation and when necessary direct the mode of further performance,
 - (ii) countermand any communication regarded as a violation,
 - (iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
 - (iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.19 DATA (EP-H-27-101)

- (a) Upon receipt of all data provided to the Government by the contractor under this paragraph, the Government shall acknowledge in writing to the contractor the receipt of all confidential or other data.
- (b) With regard to all copies of data specifically requested by the Government and supplied in response thereto by the contractor under the contract clause entitled "Additional Data Requirements," the contractor may, pursuant to said clause, be entitled to an equitable adjustment to cover the cost of collecting, preparing, editing, duplicating, assembling, and shipping the data requested.
- (c) The Contractor may be required to turn over or provide to the Government any of the following:
 - 1. Financial, administrative, cost and pricing and management data, or other information incidental to contract administration, pursuant to the clause entitled "Rights in Data-General." Such financial, cost or pricing data does not refer to site-specific cost records which are necessary to substantiate cost recovery actions.
 - 2. Contractual agreements for supplies or services. (This exclusion does not apply to: 1) data resulting from such services, or 2) subcontracts issued in order to support site activity which are reimbursed through this contract.)
 - 3. Contractor and personnel performance ratings and evaluations.

4. Data previously developed by parties other than the contractor which was acquired independently of this contract, or acquired by the contractor prior to this contract under conditions restricting the contractor's right to such data. (d) The contractor shall deliver to the OSC, within ninety (90) calendar days after the completion of the assignment given through technical direction, period of performance, all site-related data including, but not limited to: reference materials, source lists, field notes, log books, chemical data, maps, photographs, and other site-specific documents which are necessary to substantiate cost recovery actions.

H.20 INTERNATIONAL INSURANCE (EP-H-28-101)

The contractor is responsible for obtaining all insurance requirements for efforts on either side of the U.S./Mexico border and/or any other international border. The contractor shall obtain all of the necessary insurance (i.e. general liability, vehicle liability, health liability, etc.) for work done across the U.S./Mexico or any other international border through a government-approved carrier (government of the country for which work is being performed).

H.21 COMPLIANCE WITH INTERNATIONAL LAWS AND REGULATIONS (EP-H-25-101)

The contractor shall be responsible for compliance with all relevant international laws and regulations while performing efforts under this contract in another country (i.e. Mexico), including licensing requirements, transportation, etc.. The contractor may be subject to international laws and/or the laws of the country which work is being performed.

H.22 RETENTION AND AVAILABILITY OF CONTRACTOR FILES (LOCAL LW-04-02) (DEC 2001)

(a) This contract contains the Federal Acquisition Regulation Clause 52.215-2 "AUDIT-NEGOTIATION (OCT 2010)" wherein the Contractor is required to maintain and make available to the Contracting Officer or representative of the Contracting Officer (in accordance with FAR Subpart 4.7 "Contractor Records Retention") at its office at all reasonable times the books, records, documents, and other evidence relating to this contract including personnel utilization records, site records, and accounting procedures and practices sufficient to reflect properly all costs claimed to have been incurred under this contract. Such files shall be made available for examination, audit or reproduction.

(b) The Contractor is advised that the Government may file suit against potential responsible parties for costs incurred relative to site related cleanup activities. In such proceedings, the Contractor's cost and performance records may become an integral part of the Government's case.

(c) Accordingly, due to the extended nature of court proceedings and EPA audit requirements, the Contractor shall make available to the Government, and only to the Government, all audit and financial information relative to the work conducted under this contract as well as the information required in the Audit Clause for a total of 10 years after final payment under this negotiated contract in lieu of the 3 year period stated in the clause "AUDIT-NEGOTIATION (APR 1984)." (See FAR 4.703(b)(1))

(d) In addition, the Contractor shall make available to the Government and only to the Government the records relating to any appeals, litigation or the settlement of claims with third parties and which relate to this contract (i.e., cost recovery) until such appeals, litigation, or claims are disposed of.

(e) The Contractor shall not destroy original records relating to the contract until:

(1) All litigation involving the records has been finally settled and approval is obtained from the CO; or

(2) Ten (10) years have passed from the date of final payment and no litigation involving the records has been instituted and approval of the CO is obtained.

In no event should individual records be destroyed if litigation is in process or is pending related to such records.

(f) From time to time, the Government may, in support of litigation cases, have the need for the Contractor to research and make available such records in a form and manner not normally maintained by the Contractor. Such effort shall be deemed to be within the scope of work under this contract. If this effort is required after performance of this contract, a separate negotiated procurement action may be instituted with the Contractor.

(g) The final invoice (completion voucher) submitted hereunder, after physical completion of the contract within the stated period of performance, will represent the final claim under the contract.

H.23 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (FAR 52.249-2) (APR 2012)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the Contracting Officer, transfer title and deliver to the Government—
 - (i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated; and
 - (ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
- (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in paragraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their

storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in paragraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under paragraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of—

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under paragraph (g)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (g)(2)(iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including—

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Contracting Officer, for the loss of the Government property.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted—

- (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
- (2) Any claim which the Government has against the Contractor under this contract; and
- (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

H.24 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (FAR 52249-8) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to—

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or
- (iii) Perform any of the other provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the

Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as “manufacturing materials” in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

H.25 TEMPORARY CLOSURES OF EPA FACILITIES (EPA-H-42-103)

(a)(1) The Environmental Protection Agency observes the following days as federal holidays. The term “Federal holidays” as used in this clause shall mean only the following enumerated days and any other days hereafter declared National holidays by the President of the United States. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.

January 1	-	New Year’s Day
January	-	Third Monday - Martin Luther King Day
February	-	Third Monday - Washington’s Birthday
May	-	Last Monday - Memorial Day
July 4	-	Independence Day
September	-	First Monday - Labor Day
October	-	Second Monday - Columbus Day
November 11	-	Veterans Day
November	-	Fourth Thursday - Thanksgiving Day
December 25	-	Christmas Day

(2) Holiday observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor’s personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in the contract.

(b)(1) EPA may close an EPA facility for all or a portion of a business day as a result of:

- (i) Granting administrative leave to non-essential EPA employees (e.g., unanticipated holiday);
- (ii) Inclement weather;
- (iii) Failure of Congress to appropriate operational funds;
- (iv) Any other day designated by Federal law, Executive Order or Presidential Proclamation; or
- (v) Other reason as determined by the EPA (e.g., designated furlough day for federal workers).

(2) In such cases, Contractor personnel not determined by the Contracting Officer to be excepted (e.g., not performing mission-critical round-the-clock services/tasks) who are not already on duty at the facility shall not report to the facility. Such Contractor personnel already present shall be dismissed and shall leave the facility.

(3) The Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of mission-critical services/tasks already in operation or scheduled for performance during the period in which EPA employees are dismissed, and shall be guided by any specific instructions of the Contracting Officer or his/her duly authorized representative. In formulating instructions the Contracting Officer or authorized representative may consider recommendations from regional/local EPA facilities management/operations staff.

(c) When Contractor personnel services are not required or provided due to closure of an EPA facility as described in paragraph (b), the contract price will be adjusted as follows:

(1) For fixed-price contracts, deductions in the Contractor's price will be computed as appropriate for the particular firm fixed price contract in question, e.g.,

(i) The deduction rate in dollars per day will be equal to the per-month contract price divided by 21 days per month. (In this example, the 21-days-per-month figure was calculated as follows:

365 calendar days/year – 10 Federal holidays – 104 Saturdays/Sundays = 251 days/12 months

= 20.92 days/month, rounded up to 21 days/month)

(ii) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided. If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the Contractor is compensated for services provided.

(2) For cost-reimbursement, time-and-materials and labor-hour type contracts, EPA shall not reimburse, as direct costs, salaries or wages of Contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site unless otherwise instructed by the Contracting Officer.

H.26 EVALUATION OF CONTRACT OPTIONS (EPAAR 1552.217-70)(APR 1984)

For award purposes, in addition to an offeror's response to the basic requirement, the Government will evaluate its response to all options, both technical and cost. Evaluation of options will not obligate the Government to exercise the options. For this solicitation the options are as specified in section H.

H.27 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT – TIME AND MATERIALS OR LABOR HOUR CONTRACT (EPAAR 1552.217-75)(APR 1984)

a) The Government has the option to extend the effective period of this contract for (4) additional period(s). If more than sixty (60) days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 30 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 30th-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the option(s) are exercised, the "Ceiling Price" clause will be modified to reflect a new and separate ceiling price of \$ TBD for the first option period; a new and separate ceiling price of \$ TBD for the second option period; a new and separate ceiling price of \$ TBD for the third option period and; a new and separate ceiling price of \$ TBD for the fourth option period.

(c) The "Effective Period of the Contract" clause will be modified to cover a base period from TBD to TBD and option periods from to for option period one; from TBD to TBD for option period two; from TBD to TBD for option period three and from TBD to TBD for option period four.

The Government has the option to extend the term of this contract for four (4) additional period(s). If more than 30 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 30 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 30th-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The “Period of Performance” clause will be amended as follows to cover the Base and Option Periods:

Period	Start date	End date
BASE PERIOD	TBD	TBD
OPTION PERIOD 1		
OPTION PERIOD 2		
OPTION PERIOD 3		
OPTION PERIOD 4		

(b) During the option period(s) the Contractor shall provide the services described below:

Period	Attachment
BASE PERIOD	TBD
OPTION PERIOD 1	
OPTION PERIOD 2	
OPTION PERIOD 3	
OPTION PERIOD 4	

(c) The “Consideration and Payment” clause will be amended to reflect increased fixed prices for each option period as follows:

Fixed price	Option period
TBD	OPTION PERIOD 1
	OPTION PERIOD 2
	OPTION PERIOD 3
	OPTION PERIOD 4

H.28 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION - EPA-H-42-102 (FEB 2014)

EPA will utilize the FedConnect web portal in administering this contract. The contractor must be registered in FedConnect and have access to the FedConnect website located at <https://www.fedconnect.net/Fedconnect/>

SECTION I - CONTRACT CLAUSES

I.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	NOV 2013	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	MAY 2014	COVENANT AGAINST CONTINGENT FEES
52.203-6	SEP 2006	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	MAY 2014	ANTI-KICKBACK PROCEDURES
52.203-12	OCT 2012	LIMITATION ON PAYMENTS TO TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	MAY 2011	PRINTED OR COPIED DOUBLE-SIDED ON RECYLCED PAPER
52.204-7	JUL2013	SYSTEM FOR AWARD MANAGEMENT
52.204-9	JAN 2011	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL
52.204-10	OCT 2015	REPORTING EXECUTIVE COMPENSATION AND FIRST TIER SUBCONTRACT AWARDS
52.209-6	OCT 2015	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	OCT 2010	AUDIT AND RECORDS-NEGOTIATION
52.215-10	AUG 2011	PRICE REDUCTION FOR DEFECTIVE CERTIFIED OR PRICING DATA
52.215-12	OCT 2010	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
52.215-14	OCT 2010	INTEGRITY OF UNIT PRICES
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.215-20	OCT 2010	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA
52.216-19	OCT 1995	ORDER LIMITATIONS
52.216-24	APR 1984	LIMITATION OF GOVERNMENT LIABILITY
52.216-25	OCT 2010	CONTRACT DEFINITIZATION
52.217-8	NOV 1999	OPTION TO EXTEND SERVICES
52.219-3	NOV 2011	NOTICE OF TOTAL HUBZONE SET-ASIDE OR SOLE SOURCE AWARD
52.219-6	NOV 2011	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	OCT 2014	UTILIZATION OF SMALL BUSINESS CONCERNS

52.219-14	NOV 2011	LIMITATIONS ON SUBCONTRACTING
52.222-3	JUN 2003	CONVICT LABOR
52.222-4	MAY 2014	CONTRACT WORK HOURS AND SAFETY
		STANDARDS-OVERTIME COMPENSATION
52.222-19	FEB 2016	CHILD LABOR-COOPERATION WITH
		AUTHORITIES
52.222-26	APR 2015	EQUAL OPPORTUNITY
52.222-35	OCT 2015	EQUAL OPPORTUNITY FOR VETERANS
52.222-36	JUL 2014	EQUAL OPPORTUNITY FOR WORKERS
		WITH DISABILITIES
52.222-37	OCT 2015	EMPLOYMENT REPORTS ON VETERANS
52.222-50	MAR 2015	COMBATING TRAFFICKING IN PERSONS
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-10	MAY 2011	WASTE REDUCTION PROGRAM
52.223-18	AUG 2011	ENCOURAGING CONTRACTOR POLICIES
		TO BAN TEXT MESSAGES WHILE DRIVING
52.225-13	JUN 2008	RESTRICTIONS ON CERTAIN FOREIGN
		PURCHASES
52.225-25	OCT 2015	PROHIBITION ON ENGAGING IN
		SANCTIONED ACTIVITIES RELATING TO
		IRAN
52.227-1	DEC 2007	AUTHORIZATION AND CONSENT
52.227-2	DEC 2007	NOTICE AND ASSISTANCE REGARDING
		PATENT AND COPYRIGHT INFRINGEMENT
52.228-5	JAN 1997	INSURANCE--WORK ON A GOVERNMENT
		INSTALLATION
52.228-15	OCT 2010	PERFORMANCE AND PAYMENT
		BONDS--CONSTRUCTION
52.229-3	FEB 2013	FEDERAL, STATE, AND LOCAL TAXES
52.230-2	OCT 2015	COST ACCOUNTING STANDARDS
52.230-3	OCT2015	DISCLOSURE AND CONSISTENCY OF COST
		ACCOUNTING PRACTICES
52.230-6	JUN2010	ADMINISTRATION OF COST ACCOUNTING
		STANDARDS
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS
52.232-16	APR 2012	PROGRESS PAYMENTS
52.232-17	MAY 2014	INTEREST
52.232-23	MAY 2014	ASSIGNMENT OF CLAIMS
52.232-25	JUL 2013	PROMPT PAYMENT
52.232.33	JUL 2013	PAYMENT BY ELECTRONIC FUNDS TRANSFER
		SYSTEM FOR AWARD MANAGEMENT
52.233-3	AUG 1996	PROTEST AFTER AWARD
52.233-4	OCT 2004	APPLICABLE LAW FOR BREACH OF
		CONTRACT CLAIM
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS,
		EQUIPMENT, AND VEGETATION
52.242-13	JUL 1995	BANKRUPTCY
52.243-1	AUG 1984	CHANGES--FIXED-PRICE ALTERNATE I
52.246-6	MAY 2001	INSPECTION-TIME-AND-MATERIAL AND
		LABOR-HOUR
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-4	APR 1984	TERMINATION FOR CONVENIENCE OF THE
		GOVERNMENT (SERVICES) (SHORT FORM)

52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
52.250-5	FEB 2009	SAFETY AT EQUITABLE ADJUSTMENT
A2470.020	APR 1993	MAINTENANCE DOWNTIME CREDITS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS
52.229-3	APR 2003	FEDERAL STATE AND LOCAL TAXES
52.232-1	APR 1984	PAYMENTS
52.232-15	APR 1984	PROGRESS PAYMENTS NOT INCLUDED
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-15	AUG 1989	STOP WORK ORDER
52.242-17	APR 1984	GOVERNMENT DELAY OF WORK
52.243-1	APR 1984	CHANGES- FIXED PRICE ALTERNATE I
52.244-5	DEC 1996	COMPETITION IN SUBCONTRACTING
52.245-2	APR 2012	GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS) ALTERNATE I
52.246-4	AUG 1996	INSPECTION OF SERVICES (FIXED PRICE)
52.249-2	APR 2012	TERMINATION FOR CONVENIENCE (FIXED PRICE)
52.249-8	APR 1984	DEFAULT (FIXED PRICE SUPPLY AND SERVICES)

1.2 DEFINITIONS (FAR 52.202-1)(Nov 2013)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless—

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (d) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

1.3 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FAR 52.232-7) (AUG 2012)

The Government will pay the Contractor as follows upon the submission of vouchers approved by the Contracting Officer or the authorized representative:

(a) Hourly rate.

(1) Hourly rate means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—

- (i) Performed by the Contractor;
- (ii) Performed by the subcontractors; or
- (iii) Transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control.

(2) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed.

(3) The hourly rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by employees that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(4) The hourly rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis.

(5) Vouchers may be submitted not more than once every two weeks, to the Contracting Officer or authorized representative. A small business concern may receive more frequent payments than every two weeks. The Contractor shall substantiate vouchers (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment and by—

- (i) Individual daily job timekeeping records;
- (ii) Records that verify the employees meet the qualifications for the labor categories specified in the contract; or
- (iii) Other substantiation approved by the Contracting Officer.

(6) Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of paragraph (e) of this clause, pay the voucher as approved by the Contracting Officer or authorized representative.

(7) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a) of this clause, but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (g) of this clause.

(8) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) Materials.

(1) For the purposes of this clause—

(i) Direct materials means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) Materials means—

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the Contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.); and

(D) Applicable indirect costs.

(2) If the Contractor furnishes its own materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the—

(i) Quantities being acquired; and

(ii) Actual cost of any modifications necessary because of contract requirements.

(3) Except as provided for in paragraph (b)(2) of this clause, the Government will reimburse the Contractor for allowable cost of materials provided the Contractor—

(i) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(ii) Ordinarily makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(4) Payment for materials is subject to the Allowable Cost and Payment clause of this contract. The Contracting Officer will determine allowable costs of materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract.

(5) The Contractor may include allocable indirect costs and other direct costs to the extent they are—

- (i) Comprised only of costs that are clearly excluded from the hourly rate;
- (ii) Allocated in accordance with the Contractor's written or established accounting practices; and
- (iii) Indirect costs are not applied to subcontracts that are paid at the hourly rates.

(6) To the extent able, the Contractor shall—

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits. When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(7) Except as provided for in 31.205-26(e) and (f), the Government will not pay profit or fee to the prime Contractor on materials.

(c) If the Contractor enters into any subcontract that requires consent under the clause at 52.244-2, Subcontracts, without obtaining such consent, the Government is not required to reimburse the Contractor for any costs incurred under the subcontract prior to the date the Contractor obtains the required consent. Any reimbursement of subcontract costs incurred prior to the date the consent was obtained shall be at the sole discretion of the Government.

(d) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule, and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(e) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(f) Audit. At any time before final payment under this contract, the Contracting Officer may request audit of the vouchers and supporting documentation. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding vouchers, that are found by the Contracting Officer or authorized representative not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher designated by the Contractor as the "completion voucher" and supporting documentation, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of paragraph (g) of this clause), the Government shall promptly pay any balance due the Contractor. The completion voucher, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 120 days (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(g) Assignment and Release of Claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(h) Interim payments on contracts for other than services.

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the _____ [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(i) Interim payments on contracts for services. For interim payments made prior to the final payment under this contract, the Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

I.4 OPTION TO EXTEND SERVICES (FAR 52.217-8)(Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the current period ending.

I.5 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

I.6 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (APR 2015)

(a) Definitions. As used in this clause

“Gender identity” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

“Segregated facilities,” means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

“Sexual orientation” has the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

I.7 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (FAR 52.222-40) (DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2 (d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor’s plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor’s website that contains the full text of the poster. The link to the Department’s website, as referenced in (b)(3) of this section, must read, “Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers.”

(b) This required employee notice, printed by the Department of Labor, may be—

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

I.8 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (FAR 52.223-5) (MAY 2011)

(a) Definitions. As used in this clause—

“Toxic chemical” means a chemical or chemical category listed in 40 CFR 372.65.

(b) Federal facilities are required to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050), and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of Section 302 of EPCRA.

(2) The emergency notice requirements of Section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA.

(5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA.

(5) The toxic chemical and hazardous substance release and use reduction goals of section 2(e) of Executive Order 13423 and of Executive Order 13514.

I.9 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19) (APR 1984)

Funds are not presently available for performance under this contract beyond TBD. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond TBD, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.10 SUBCONTRACTS (FAR 52.244-2) (OCT 2010)

(a) Definitions. As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor’s current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;

- (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
- (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

TBD

I.11 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

- (a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.
- (b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.12 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (DEC 2015)

- (a) Definitions. As used in this clause—
 - “Commercial item” has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.
 - “Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509), if the subcontract exceeds \$5.5 million and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212(a));

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212)

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(x)(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xi) 52.222-55, Minimum Wages under Executive Order 13658 (Dec 2015).

(xii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.13 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

I.14 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

I.15 EXECUTIVE ORDER 13201 - NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES, 29 CFR PART 470 (EP-S 04-02) (APR 2004)

1. During the term of this contract, the contractor agrees to post a notice, of such size and in such form as the Secretary of Labor will prescribe, in conspicuous places in and about its plants and offices, including all places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information (except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

NOTICE TO EMPLOYEES

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform period dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustments.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll-free number: National Labor Relations Board, Division of Information, 1099 14th Street, NW., Washington, D.C. 20570, 1-866-667-6572, 1-866-315-6572 (TTY).

To locate the nearest NLRB office, see NLRB's website at <http://www.nrlb.gov>.

2. The contractor will comply with all provisions of Executive Order 13201 of February 17, 2001, and related rules, regulations, and orders of the Secretary of Labor.

3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in or adopted pursuant to Executive Order 13201 of February 17, 2001. Such other sanctions or remedies may be imposed as are provided in Executive Order 13201 of February 17, 2001, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by the rules, regulations, or orders of the Secretary of the Labor issued pursuant to section 3 of Executive Order 13201 of February 17, 2001, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontractor or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP-J-52-101)

ATTACHMENT 1 – CONTRACT LINE ITEMS FOR FIXED PRICED SERVICES

ATTACHMENT 2 – CONTRACT LINE ITEMS FOR FIXED LABOR RATES

ATTACHMENT 3 - PERFORMANCE WORK STATEMENT

ATTACHMENT 3A: PORTABLE SATELLITE UNIT SITE LOCATIONS

ATTACHMENT 3B: EXISTING EPA EQUIPMENT LIST

ATTACHMENT 3C: SAMPLE PORTABLE SATELLITE UNIT DEPLOYMENT SCENARIOS
(PROVIDED FOR INFORMATIONAL PURPOSES ONLY)

ATTACHMENT 4: - INVOICING REQUIREMENTS

ATTACHMENT 5 – PROPOSAL INSTRUCTIONS

ATTACHMENT 5A: TECHNICAL PROPOSAL INSTRUCTIONS

ATTACHMENT 5B: COST PROPOSAL INSTRUCTIONS

ATTACHMENT 6: CLIENT AUTHORIZATION LETTER

ATTACHMENT 7: PAST PERFORMANCE QUESTIONNAIRE

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (FAR 52.203-2) (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above

[Insert full name of person(s) in the offeror's organization responsible for determining the prices offered in the bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

K.3 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-8) (JAN 2016))

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **51740 - Satellite Communications**.

(2) The small business size standard is **\$32.5 million**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

X (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

_X (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

_X (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

___ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vi) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

_X (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE # TITLE DATE CHANGE

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

K.4 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-5) (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien

filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsive.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (FAR 52.204-19)(DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

K.6 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (OCT 2014))

(a) Definitions. As used in this provision—

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are

economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (b) of this provision.

“Small disadvantaged business concern,” consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is— _____ [517410].

(2) The small business size standard is \$32.5 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations.

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It ☐ has, ☐ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.8 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.9 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

K.10 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

SECTION L – INSTRUCTIONS, CONDITION AND NOTICES TO OFFERORS

L.1 NOTICE Listing Contract Clauses Incorporated by Reference – (FAR 52.252-2)(FEB 1998)

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION 948 CHAPTER 1)

NUMBER	DATE	TITLE
52.204-6	JULY 2013	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.222-24	FEB 1999	PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION

L.2 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (FAR 52.215-1)(JAN 2004)

(a) Definitions. As used in this provision --

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.”

“In writing,” “writing,” or “written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show --

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modification, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and --

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall --

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed -- in whole or in part -- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of -- or in connection with -- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and sub-factors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.
- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
 - (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.3 FACILITIES CAPITAL COST OF MONEY (FAR 52.215.16) (JUNE 2003)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allow ability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.4 SERVICE OF PROTEST (FAR 52.233-2) (SEP 2006)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

U.S. Environmental Protection Agency
Elaine Scott,
US EPA Contracting Officer
1300 Pennsylvania Avenue, N.W.
Mail Code: 3805R
Washington, D.C. 20004

Mailing Address:

U.S. Environmental Protection Agency
Elaine Scott,
US EPA Contracting Officer
1300 Pennsylvania Avenue, N.W.
Mail Code: 3805R
Washington, D.C. 20460

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10)(MAR 2015)

(a) Definitions. As used in this provision --

“Adjusted hourly rate (including uncompensated overtime)” is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week which includes uncompensated overtime hours over and above the standard 40-hour work week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour (\$20.00 x 40 divided by 45 = \$17.78).

“Uncompensated overtime” means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

(b)

(1) Whenever there is uncompensated overtime, the adjusted hourly rate (including uncompensated overtime), rather than the hourly rate, shall be applied to all proposed hours, whether regular or overtime hours.

(2) All proposed labor hours subject to the adjusted hourly rate (including uncompensated overtime) shall be identified as either regular or overtime hours, by labor categories, and described at the same level of detail. This is applicable to all proposals whether the labor hours are at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror’s accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal

L.6 SOLICITATION PROVISION INCORPORATED BY REFERENCE (FAR 52.252-1)(FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as of they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address (es):

<http://www.arnet.gov/far/>

L.7 PROPOSED CONTRACT START DATE (EP 52.212-170) (AUG 1984)

For proposal preparation purposes, offerors may assume a contract start date of **October 18, 2016**.

L.8 ELECTRONIC SUBMISSION OF PROPOSALS (EPA-L-15-104)

(a) Electronic submission of proposals, bids, offers or quotes is required and shall only be accepted through the FedConnect web portal. FedConnect can be accessed at <https://www.fedconnect.net/Fedconnect/>. All responses to questions will be released on FedConnect. For assistance in registering or for other FedConnect technical questions please call the FedConnect Help Desk at (800) 899-6665 or email at support@fedconnect.net. There is no charge for registration in or use of FedConnect

(b) All vendors must be registered in the System for Award Management (SAM), as this facilitates vendor credentials validation for FedConnect. Registration may be completed and information regarding the registration process may be obtained at <http://www.sam.gov>. There is no charge for registration in SAM.

L.9 INSTRUCTIONS FOR THE PREPARATION OF PROPOSALS (EPAAR 1552.215-72) (AUG 1999)

(a) Other than cost proposal instructions.

(1) Submit proposal for other than cost factors as a separate part of the total proposal package. Omit all cost or pricing details from this proposal.

(2) Special proposal instructions:

See Attachment # 5A Technical Proposal Instructions

See Attachment #5B Cost/Price Proposal Instructions

L.10 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the Contract Officer. EPA must receive the questions no later than **10** calendar days after the issuance date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

L.11 PAST PERFORMANCE INFORMATION. (EPAAR 1552.215-75) (OCT 2000)

a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed **\$150,000.00** . The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least **three (3)** contracts and subcontracts completed in the last **five (5)** years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

(a) Name of contracting activity.

(b) Contract number.

(c) Contract title.

(d) Contract type.

(e) Brief description of contract or subcontract and relevance to this requirement.

(f) Total contract value.

(g) Period of performance.

(h) Contracting officer, telephone number, and E-mail address (if available).

(i) Program manager/project officer, telephone number, and E-mail address (if available).

(j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).

(k) List of subcontractors (if applicable).

(l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.12 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of the proposals, as well as any abstract, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

L.13 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EPA-L-19-101)

This procurement is being processed as follows:

- (a) Type of set-aside: **SMALL BUSINESS SET-ASIDE**
Percent of the set-aside: **100%**
- (b) 8(a) Program: **NOT APPLICABLE**

L.14 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) FAR 52.222-43 (MAY 2014)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Labor Standards statute, (41 U.S.C. chapter 67), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum

wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract

L.15 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTEST (EPAAR 1552.233-70) (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirement of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a) (3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

<u>NUMBER</u>	<u>DATE</u>	<u>TITLE</u>
52.217-3	APR 1984	EVALUATION EXCLUSIVE OF OPTIONS

M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES – NEGOTIATED PROCUREMENT (EPAAR 1552.215-70)(AUG 1999)

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

(1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.

(2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.3 EVALUATION FACTORS FOR AWARD (EPA-M-15-101)

- (a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.
- (b) The evaluation factors in the chart below will be used to determine quality of product or service. The Government will evaluate timely submitted, responsive quotation submissions on a best value determination with technical evaluation being significantly more important than price. The evaluation criteria are listed in descending order of importance:

NOTE: The evaluation factors for this solicitation include technical (which encompasses general technical approach, quality assurance; key personnel, transition plan and past performance) and cost/price factors. Although technical factors are of paramount consideration in the award of the contract, cost/price is also important to the overall contract award decision. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price. In any case, the Government reserves the right to make award to the offeror whose proposal represents the overall best value to the Government. Where multiple offerors are rated essentially equal in their technical standing, the relative importance of price shall increase when determining the best value to the Government.

Exhibit A

Factors	Technical Evaluation Factor(s)	Rating
1	General Technical Approach a. Remote Bandwidth Management b. Support of Existing EPA Equipment c. Equipment Maintenance d. Site Requirements e. Unlimited Communication	
2	Quality Assurance a. Infrastructure b. Bandwidth Capability	
3	Key Personnel	
4	Transition Plan	
5	Past Performance	

Technical proposals will be evaluated using the following rating scheme:

Exhibit B

RATING	DESCRIPTION
Unacceptable	Proposal does not meet requirement and contains one or more deficiencies. Proposal is unacceptable for purposes of an award.
Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirement. The proposal has one or more weaknesses which are not outweighed by strengths. Risk of unsuccessful performance is high.
Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses do not outweigh one another or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Outstanding	Proposal meets requirement and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.

Offerors shall be evaluated in accordance with the Technical Evaluation Factors from Exhibit A and rated accordingly from Exhibit B. The evaluation factors are listed in a descending order of importance. The sub-factors associated with evaluation factor are equally weighted. Offerors shall be evaluated in accordance with the following:

FACTOR I - GENERAL TECHNICAL APPROACH

Sub-factor #1 Remote Bandwidth Management - Offeror will be evaluated on their demonstrated ability to manage a 5M x 2M bandwidth from a remote site.

Sub-factor #2 Support of Existing EPA Equipment - Offeror will be evaluated on their demonstrated ability to support existing EPA equipment into their proposed network without making any changes to existing EPA equipment.

Sub-factor #3 –Equipment Maintenance- Offeror will be evaluated on their demonstrated ability to maintain current equipment as well as any additional equipment supported under this contract.

Sub-factor #4 - Site Requirements - Offeror will be evaluated on their demonstrated ability to meet the line of site requirements for the Earth Orbiting Satellites (EOS) outlined in the Performance Work Statement (PWS).

Subfactor #5 – Unlimited Communication - Offeror will be evaluated on how they intend to provide unlimited data flow and Voice-Over-Internet-Protocol (VoIP) calls to include number porting and using existing phone numbers.

FACTOR II - QUALITY ASSURANCE

Subfactor #1 – Infrastructure - Offerors will be evaluated on their detailed infrastructure for help desk support, field deployment and response times to end-users within the Continental United States (CONUS) and Outside of the Continental United States (OCONUS) areas. Offeror will also be evaluated on their ability to provide an infrastructure as well as redundant systems for their proposed Network Operating Center (NOC) based on the need articulated in the PWS.

Subfactor #2 – Bandwidth Capability - Offerors will be evaluated on their demonstrated ability to provide a 5M x 2 M bandwidth with a 99.95% availability to the entire EPA fleet of Portable Satellite Units (PSUs).

FACTOR III - KEY PERSONNEL

Subfactor #1 – Project Manager – Offeror will be evaluated on their proposed Project Manager based on the years of experience (minimum five (5) years) demonstrated through their resume, training, certificates and licenses.

Subfactor #2 – Field Deployment Engineer – Offeror will be evaluated on their proposed Field Deployment Engineer based on the years of experience (minimum five (5) years) demonstrated through their resume, training, certificates and licenses.

FACTOR IV - TRANSITION PLAN

Offeror shall be evaluated on their transition plan that shall consist of a detailed project schedule including any site visits and the maximum downtime for each individual PSU during the transition process. A successful transition plan is one that will provide relative information on how the Offeror will have minimum downtime (ie: less than four (4) hours) at the individual PSU level as well as no scheduled network-wide blackouts during any time of the transition. Statements such as “work will be accomplished with 30 days” or “transition will be completed within the required timeframe” without sufficient supporting details describing how the Offeror plans (timing, staffing, travel, schedule, etc.) to accomplish the work is not acceptable.

FACTOR V - PAST PERFORMANCE

The Offeror will be evaluated on the demonstrated relevant performance for similar work from current and previous clients with respect to the PWS. Offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance and will receive a neutral rating.

ATTACHMENTS

ATTACHMENT 1
CONTRACT LINE ITEMS FOR FIXED PRICED SERVICES

Attachment 1 – Contract Line Items for Fixed Priced Services

The following fixed prices shall apply for payment purposes for the duration of the contract.

BASE PERIOD (YEAR 1)

CLIN	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
0001	DEDICATED BANDWIDTH SERVICE	Monthly		
0002	VoIP SERVICE	Monthly		
0003	a. HELP DESK SUPPORT b. TECHNICAL SUPPORT	Monthly		
0004	TRANSITION COSTS (IF NECESSARY)	Lot		

OPTION PERIOD I (YEAR 2)

CLIN	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
1001	DEDICATED BANDWIDTH SERVICE	Monthly		
1002	VoIP SERVICE	Monthly		
1003	a. HELP DESK SUPPORT b. TECHNICAL SUPPORT	Monthly		

OPTION PERIOD II (YEAR 3)

CLIN	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
2001	DEDICATED BANDWIDTH SERVICE	Monthly		
2002	VoIP SERVICE	Monthly		
2003	a. HELP DESK SUPPORT b. TECHNICAL SUPPORT	Monthly		

OPTION PERIOD III (YEAR 4)

CLIN	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
3001	DEDICATED BANDWIDTH SERVICE	Monthly		
3002	VoIP SERVICE	Monthly		
3003	a. HELP DESK SUPPORT b.. TECHNICAL SUPPORT	Monthly		

OPTION PERIOD IV (YEAR 5)

CLIN	DESCRIPTION	UNIT	UNIT PRICE	TOTAL
4001	DEDICATED BANDWIDTH SERVICE	Monthly		
4002	VoIP SERVICE	Monthly		
4003	a. HELP DESK SUPPORT b. TECHNICAL SUPPORT	Monthly		

These rates are inclusive of all expenses, including program management, report preparation, clerical support, salaries, background checks, drug testing, profit and all indirect costs such as overhead and general and administrative expenses for personnel.

ATTACHMENT 2
CONTRACT LINE ITEMS FOR FIXED LABOR RATES

ATTACHMENT 2**CONTRACT LINE ITEMS FOR FIXED LABOR RATES**

The following fixed rates for labor rates for services shall apply for payment purposes. These rates are inclusive of all indirect costs and profit and shall apply for the duration of the applicable contract period. :

BASE PERIOD (YEAR 1)

CLIN	DESCRIPTION	EST NO. OF HOURS	UNIT	UNIT PRICE	TOTAL
0001	PROJECT MANAGER	120	HR		
0002	FIELD ENGINEER	500	HR		

OPTION PERIOD I (YEAR 2)

CLIN	DESCRIPTION	EST NO. OF HOURS	UNIT	UNIT PRICE	TOTAL
1001	PROJECT MANAGER	120	HR		
1002	FIELD ENGINEER	500	HR		

OPTION PERIOD II (YEAR 3)

CLIN	DESCRIPTION	EST NO. OF HOURS	UNIT	UNIT PRICE	TOTAL
2001	PROJECT MANAGER	120	HR		
2002	FIELD ENGINEER	500	HR		

OPTION PERIOD III (YEAR 4)

CLIN	DESCRIPTION	EST NO. OF HOURS	UNIT	UNIT PRICE	TOTAL
3001	PROJECT MANAGER	120	HR		
3002	FIELD ENGINEER	500	HR		

OPTION PERIOD IV (YEAR 5)

CLIN	DESCRIPTION	EST NO. OF HOURS	UNIT	UNIT PRICE	TOTAL
4001	PROJECT MANAGER	120	HR		
4002	FIELD ENGINEER	500	HR		

ATTACHMENT 3
PERFORMANCE WORK STATEMENT

**U.S. Environmental Protection Agency
Office of Emergency Management
National Approach to Response Field Communications Workgroup
Portable Satellite Units, Bandwidth and Maintenance Services**

PERFORMANCE WORK STATEMENT

I. INTRODUCTION:

The mission of the United State Environmental Protection Agency (EPA) is to protect human health and the environment. The Emergency Response Branch (ERB) within the Office of Emergency Management (OEM) under the Office of Land and Emergency Management (OLEM) maintains 56 Portable Satellite Units (PSUs) and satellite dishes mounted to Mobile Command Posts (MCPs) as part of its national assets.

The ERB has a need to supply Ku-Band Satellite Internet Service, Maintenance and Voice over Internet Protocol (VoIP) service for its existing 56 PSUs/MCPs. The satellite communications devices are stored at 15 different geographically located warehouses (see **Attachment – 3A - PSU Site Locations**) The PSU's can be deployed across the Contiguous United States (CONUS) and Outside the Contiguous United States (OCONUS) Internet service is required on these PSUs/MCPs in order to sustain communication in emergency response situations and in remote areas. Providing high-speed Internet connection is essential for emergency response personnel and/or agencies. In addition, all PSUs and many MCPs have VoIP phone systems that provide incoming/outgoing voice connectivity via toll-free or local telephone numbers with unlimited domestic minutes.

II. BACKGROUND:

The current PSUs/MCPs are utilized to provide Internet and VoIP service during clean-up activities at Removal Sites' emergency response to oil and chemical spills/releases, response to natural disasters (hurricanes, flooding, tornadoes, etc.); and Incidents of National Significance (Hurricane Katrina Response, Space Shuttle crash, New Horizon-BP Gulf Oil Spill, Enbridge/Kalamazoo River Oil Spill, Yellowstone River Oil Spill, etc.). The PSUs and MCP mounted satellite dishes provide immediate access to the internet for On-Scene Coordinators that need to share information with their respective Regional Offices and EPA-Headquarters and for the transmission of laboratory and Geographic Information Service (GIS) data to support operations. In some cases, the areas where these types of incidents occur do not have cellphone or commercially available internet service and in those situations, the PSUs provide the sole means of voice/data connectivity. At a typical Site, approximately 5 individuals are given access to the internet service for use and, if more connectivity is needed, additional PSUs are deployed in existing shipping crates or MCPs are deployed to the area from other Regions/Special Teams.

III. SPECIFIC REQUIREMENTS:

- A.** The contractor shall use existing EPA equipment in the performance of this contract. At this time, there should be no need to add or swap any current equipment, software, or other appurtenance to become functional on the contractors network. Currently, all EPA equipment is functional. However parts may fail after contract award. Repair of failed parts on individual PSUs may become necessary over the life of this contract, and will be authorized by the Contracting Officer as needed.
- B.** At no time shall there be an entire black out of Internet service caused by the Offeror for all of the PSUs during the transition of service providers from the incumbent contractor to the awardee. The EPA understands that temporary delays of service of individual PSUs/MCPs may occur during this transition. These delays should last no longer than one day for software issues and three days for hardware issues. This requirement includes internet service and VoIP service. VoIP lines should be ported and existing phone numbers should be kept the same.

- C. Unlimited usage is a requirement for this contract. The contractor shall provide for unlimited internet data usage for each of the specified bandwidths shared amongst the EPA PSUs/MCPs.
- D. Unlimited minutes for all domestic calls for each PSU is a requirement for this contract. The contractor shall provide for unlimited VoIP minutes.
- E. The contractor shall provide Help Desk support that responds to end-users' inquiries within a 2 hour time frame.

IV. TECHNICAL SPECIFICATIONS:

Technical Specifications

The contractor shall provide at a minimum the following:

- A. 5M (download) x 2M (upload) bandwidth dedicated to EPA and available to the entire EPA fleet of PSUs.
- B. Minimum service availability of 99.95%
- C. To minimize line of site issues and ensure access across the EPA PSU fleet throughout CONUS/OCONUS a minimum of three earth orbiting satellites (EOS) shall be provided.
- D. Ability to remotely manage PSUs including site priority, committed information rate, quality of service, and EOS access.
- E. Ability to provide redundancy at the network operations center(s) including power, infrastructure, network, and location.
- F. Ability for CONUS PSUs to have access to more than one EOS.
- G. Each EOS must supply concurrent 5M x 2M bandwidth.
- H. Link budget analysis and other similar whole system design tasks are not required under this contract. The government understands that some PSUs may have hardware limitations that limit available bandwidth.

The Table below includes the Technical Specifications and Metrics that will be used to determine the minimum capabilities of offerors. PLEASE NOTE: This information is being provided as a reference material and is for informational purposes only.

Functional Requirements	Units	Metrics
Required Bandwidth for All EPA Portable Satellite Units (PSU) and Mobile Command Posts (MCP)	Mbps	Access to 5Mx2M network. Max bandwidth will depend on individual PSU hardware.
Maximum Contention Ratio (Contention for MIR Only)	%	1:1
Committed information Rate (CIR) Bandwidth Dedicated to each PSU	kbps	128k per VOIP line on the terminal
Maximum Information Rate (MIR)		Access to 5Mx2M network. Max bandwidth will depend on individual PSU hardware.
Minimum Service Availability	%	99.95
Network Operating Center (NOC) with Continuity of Operations (COOP) Backup Availability	Hrs.	24/7/365
Help Desk Support	Hrs.	24/7/365
Maximum Help Desk Call Back Interval	Hrs.	2
Maximum Software Transition Delays	Hrs.	24
Maximum Hardware Transition Delays	Hrs.	72
Minutes of VoIP Service for each PSU	Min	Unlimited
Maintain Current Phone Numbers for VoIP Service	Yes/No	Yes/No
Service Delivery Interval after Receipt of Authorized Service Request (ASR)	Hrs.	24
Field Service Interval to On-Site after Receipt of Service Request for Troubleshooting, Repairing, and Replacing PSU Equipment Anywhere within CONUS and OCONUS	Hrs.	48*

* Or longer in accordance with the timeline approved by the Project Officer (PO).

NOTE: Additional PSU's may be added as necessary

The following provides a description of the CLINs that shall be used over the duration of this contract and their pricing structure.

1 - KEY PERSONNEL – PROJECT MANAGER (fixed rate)

The contractor shall provide a Project Manager with a minimum of five years of experience in work that relates to the requirements of the Performance Work Statement (Attachment #3). Proof of experience can be expressed through a resume, training certificates and/or licenses.

2 - KEY PERSONNEL - FIELD DEPLOYMENT ENGINEER (fixed rate)

The contractor shall provide a Field Engineer with a minimum of five (5) years of experience in work that relates to the requirements of the Performance Work Statement (Attachment #3). Proof of experience can be expressed through a resume, training certificates and/or licenses.

3 – DEDICATED BANDWIDTH SERVICE (fixed priced)

The contractor shall provide a “pipeline” of 5M (download) x 2M (upload) dedicated to EPA (i.e. 1:1 contention ratio on the space segment) bandwidth at all times concurrently across all EOSs. Additional PSU's may be added to the existing fleet for which the contractor will assume the same responsibilities as they have with the existing fleet. Contractor shall not limit the number of PSUs within EPAs fleet nor shall they limit the number of PSUs that have access to the network.

4 – VoIP SERVICE (fixed priced)

VoIP service shall be provided to each of the PSUs. The contractor shall maintain the current numbering plan. Existing EPA VOIP equipment must be used. There should be unlimited domestic minutes on each of the lines. The VoIP service shall provide incoming/outgoing voice connectivity. For existing equipment, see **Attachment - B- EPA Equipment List.**

5a – HELP DESK SUPPORT (fixed priced)

The contractor shall provide help desk support to end-users who may encounter technical difficulties with a PSU/MCP. All help desk support shall have the appropriate certifications, training, and experience commensurate to the job. The help desk shall be available to accept cases by telephone from PSU end-users for multiple types of technical issues. The contractor's help desk shall return calls from end-users within two (2) hours from the time of an end-user's call.

5b – TECHNICAL SUPPORT (fixed priced)

The contractor shall provide a workforce that is capable of troubleshooting, repairing and replacing PSU equipment anywhere EPA PSUs are located within the CONUS and OCONUS.

6a – OTHER DIRECT COSTS – REBUILD/PURCHASE PSUs (cost reimbursable)

Contractor may be required to build and/or purchase PSUs during the life of this contract. Specifications will be provided at time of request from an authorized EPA representative.

6b – OTHER DIRECT COSTS – REPAIR, UPGRADE PSUs (cost reimbursable)

Routine and emergency repairs, service, replacements and installation of upgrades to EPA equipment shall be done by contractor on an ‘as needed’ basis. In the event of serious malfunction to a PSU(s) that cannot be rectified through the troubleshooting process between the PSU end-user and the help desk, the Government and contractor may determine that the PSU(s) require(s) significant repairs, replacements and/or upgrades. To the extent feasible, prior to any significant repair, replacement or upgrade, the contractor shall contact the Project Officer (PO) or designated regional point of contact, describe the identified work to be performed, and provide a cost estimate of the time and materials needed to complete the work. The designated Contracting Officer (CO) will approve the contractor's proposed work in part or in whole and authorize the contractor to proceed. The contractor shall then travel to the location of the PSU(s) and complete all necessary repairs, replacements, or and/or in accordance with the approved timeline.

6c – OTHER DIRECT COSTS – EMERGENCY ON-SITE SERVICE (cost reimbursable)

PSUs deployed to an incident(s) may require servicing after transit. The PO will initiate the requirement for emergency service by phone call to the help desk. Upon receiving authorization from the PO or his designee, the contractor shall dispatch the appropriate service technician(s) to the location(s) identified by the PO to arrive and provide technical support on-site within 48 hours, or in accordance with the approved timeline, to any location(s) in the CONUS/OCONUS.

7 – TRAVEL (cost reimbursable)

Frequent travel is required under this contract. The contractor shall be reimbursed for all allowable travel costs incurred during the period of performance under this contract in accordance with the Federal Travel Regulations (FTR) currently in effect on date of travel. Travel will be restricted solely to the designated PSU site locations within the CONUS and www.gsa.gov/federaltravelregulation.gov.) (For more information on JTR see: <https://secureapp2hqda.pentagon.mil/perdiem/trvregs.html>.)

8 – TRANSITION OF SERVICE COSTS (IF NECESSARY) (cost reimbursable)

A detailed transition plan shall be provided by contractor. EPA's current service is provided through several earth-orbiting satellites for the purpose of redundancy and geographic advantages. Redundancy is also required under this contract. Identification of the proposed Network Operations Center (NOC) should include location, staffing description and proposed satellites based on the location of each EPA PSU. The EPA understands that temporary delays of service of individual PSUs/MCPs may occur during the transition. These delays should last no longer than one day for software issues and three days for hardware issues. A proposed schedule shall be provided by contractor for each PSU location and approved by the Project Officer before implementation of transition. All transitions for all PSU locations shall be completed within 30 days of contract award.

V. DELIVERABLES

Quarterly reports for usage and other metrics such as repairs, upgrades or current inventories is required. The Quarterly reports should also contain information regarding new technology available in the area of satellite communication, VSAT, VoIP and availability of new equipment that would provide more reliable or faster broadband speeds for EPA's equipment. The administrative and technical deliverables shall be submitted separately in electronic format and packaged in accordance with standard commercial practice for ADP software. The electronic packages shall be labeled to indicate the following information:

- 1) Name of Deliverable
- 2) Contractor Name
- 3) Contract Number
- 4) Written Technical Direction
- 5) Date Written
- 6) Indication of Draft or Final Version
- 7) Sequential Number of Electronic Package

(b) For each deliverable, data shall be separated by category and submitted on electronic packages compatible with the following categories:

<u>Data Category</u>	<u>EPA Standard Applications</u>
1) Narratives	Microsoft Word
2) Spreadsheets	Microsoft Excel
3) Data Management	Microsoft Project
4) E-mail/Groupware	Microsoft Outlook
5) Graphics	Microsoft Power Point

(c) All data or documents submitted in accordance with this clause shall be compatible with the software applications as used by EPA at the time of submission or as directed by the Contracting Officer.

(d) The internet does not provide for secure data transmission via e-mail. The Contractor should use an encryption system, such as provided in Lotus Notes or compatible system, to transmit sensitive information to the government.

(e) Contractor may be required to submit deliverables in accordance with standard applications or non-standard applications as directed by the contracting officer in accordance with paragraph "c" above.

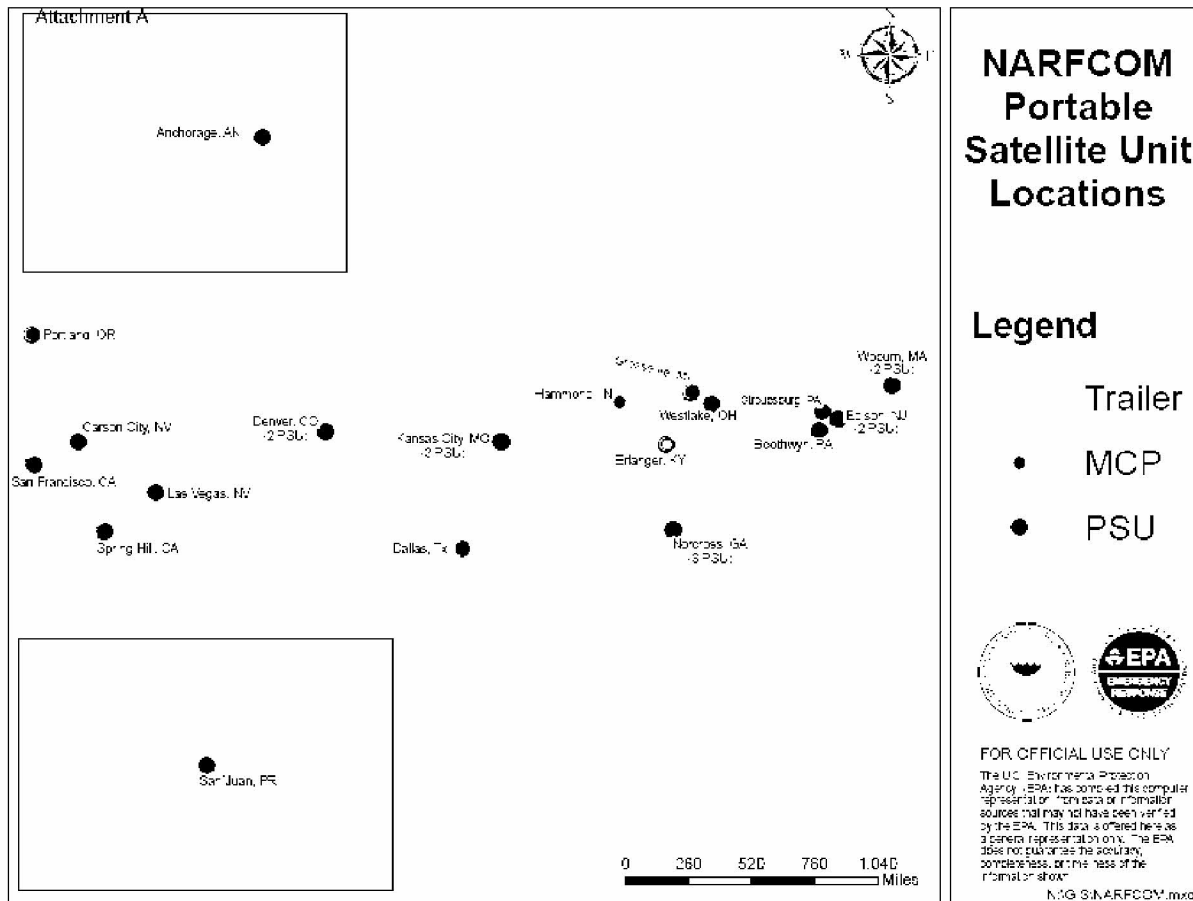
VI. PWS ATTACHMENTS

3A. PSU Site Locations

3B. Existing EPA Equipment List

3C. Sample Portable Satellite Unit Deployment Scenarios (Offerors are NOT required to respond to this scenario as a part of their proposal submission. The scenario description is being provided for illustrative purposes only.)

ATTACHMENT 3A
PORTABLE SATELLITE UNIT SITE LOCATIONS



NOTE: The Contractor may be tasked to provide support in a foreign country in accordance with the contract Performance Work Statement. To the extent that there is domestic legal authority to provide such support, a request from the foreign government, and to the extent that such support is authorized by, and consistent with, an international agreement between the government of the U.S. and the government of the foreign country. The Contractor is advised that it may be subject to applicable foreign law while performing such support in the foreign country and the Contractor is responsible for ensuring that it complies with all relevant requirements of the foreign country that are necessary to perform such support in those countries.

ATTACHMENT 3B
EXISTING EPA EQUIPMENT LIST

Region/ S	Item Name	Manufacturer	Model	Dish	Modem	VoIP	City	State
1	LAB Back-up	prodelin	prodelin	1.2	1DirectXS	0	Chelmsford	MA
1	MCP	Motosat	F3 1.2 D3	1.2	ldirect XS	0	Chelmsford	MA
1	PSU	Mirl	Winegard	0.96	ldirect XS	1	Chelmsford	MA
1	PSU	Miri	Winegard	0.98	iDirect XS	1	Chelmsford	MA
2	mcp	Miri	winegard	1.2	ldirect >6	1	Edison	NJ
2	PSU 1-Edison,NJ	Miri	Directstar	.98M	1Direct	0	Edison	NJ
2	PSU 2-Edison, NJ	Miri	Directstar	.96M	ldirect XS	1	Edison	NJ
2	PSU 3-Puerto Rico	Miri	N/A	1.6M	ldirect XS	2	San Juan	PR
2	Mobile Command	Miri	1-AutoSat	1.2M	!Direct XS	1	Edison	NJ
3	Comms Truck	Miri	TracStar 960	0.96	!Direct XS	1	Boothwyn	Pa
3	PSU Sled	MiriMicrosyste	Winegard	0.98	!Direct XS	1	Boothwyn	Pa
3	Philly MCP	MiriMicrosyste	Wineguard	1.2M	iDirect XS	2	Boothwyn	Pa
3	Wheeling MCP	MotoSAT	XF3	1.2M	1D1rect	2	Wheeling	WV
3	Philly ab Truck	MotoSAT	XF3	1.2	1Dlrect	2	Boothwyn	Pa
4	PSU-1	Miri	DirecStar-	0.96	iDirect XS	1	Norcross	GA
4	PSU-2	Miri	DirecStar-	0.98	1Direct	1	Norcross	GA
4	PSU-3	Miro	DirectStar-	0.98	1D1rect	1	Norcross	GA
4	Mobile Comm,Jnd Post	Mlrl	TracStar 960	0.98	IDirect XS	1	Norcross	GA
s	PSU!-Westlake	Miri	DirecStar	0.98	iDorect	1	Westlake	OH
s	PSU 2-Willowbrook	Miri	Winegard	0.96	1Direct	1	Willowbroo	IL
s	Mobile Command Post	Miri	winegard 1.2	1.2	ldlrect XS	2	Hammond	IN
s	Mobile Command	Miri	Winegard	0.98	IDirect XS	2	Grosse lie	MI
6	Mobile Command Post	Miri	TracStar 960	1.2	iDlrect XS	3	Addison	TX
6	Mobile Command Post	Miri	WX1200D	1.2	1D1rect	3	Addison	TX
6	Mobile Command Post	Miri	TracStar AVL	1.2	IDirect XS	3	Addison	TX
6	Mobile Command Post	MiriMicrosyste	DirecStar	0.96	!direct xS	1	Addison	TX
6	Mobile Satellite Trailer	Miri	WX1200D	1.2	ldorect xs	3	Addison	TX
6	Flyaway Black Case	Miri	TracStar	0.7S	iDirect XS	0	Addison	TX
6	Flyaway	Miri	DirecStar	0.96	IDlrect XS	1	Addison	TX
6	Flyaway	Miri	TracStar AVL	0.98	iDirect XS	0	Addison	TX
6	Mobile LAB	Min	DirecStar	0.96	1Direct	1	Houston	TX
7	PSU 1	Miri	DirecStar	0.96	IDorect	2	Kansas City	MO
7	PSU 2	MiriMicrosvste	DlrecStar	0.96	IDirect XS	2	Kansas City	MO
7	PSU 3	MlriMicrosvste	DirecStar	0.96M	iDlrect XS	1	Fenton	MO
7	MCP (KC)	TracStar	TracStar 960	0.96	iDtrect XS	2	Kansas City	MO
7	MCP (St. Louis)	TracStar	AVL 960K	0.96M	!Direct XS	2	Fenton	MO
8	PSU 1-Denver	Miri	Winegard	0.96	IDirect XS	2	Denver	co
8	PSU 2 Denver	Miri	Winegard	0.98	iDorect	1	Denver	co
8	Mobile Command Post	Min	Winegard	0.96	1Direct	2	Denver	co
9	PSU Satellite Dish 1	Mlri	DirectStar	0.96	iDirect XS	1	Carson City	NV
9	Satellite Dish 2	Miri	DirectStar	0.98	iDirect XS	1	San	CA
9	Satellite Dish 3	Miri	DirectStar	0.98	1Dlrect xs	1	Signal Hill	CA
9	Mobile Command Post	Miri	winegard	1.2	iDorect	2	San	CA
9	Mobile Command Post	Miri	MOTOSAT	0.98	IDirect XS	2	Signal Hill	CA
10	Mobile Command Post	MiriMicrosvste	N/A	0.98	iDlrect XS	1	Seattle	WA
10	PSU Skid	Miri	Direcstar/w1ne	0.96	IDorect	1	Seattle	WA
10	Comms Truck	Miri	Andrew	1.2	IDirect XS	1	Seale	WA
10	PERT	Miri	Andrew	0.96	iDlrect XS	1	Portland	OR
10	ANC MCP	MiriMicrosvste	Winegard	1.8	iOorect	1	Anchorage	AK
ERT-	ERT-S51/SS2	Miri	N/A	0.98	1Direct	2	Erlanger	KY
ERT-	ERT Mobile Command	Miri Microsvst	N/A	0.84	iDirect XS	2	Erlanger	KY
ERT-L	ERT- LV PSU	Miri	DirectStar	0.98	IDirect XS	1	Las Vega s	NV
ERT-L	Mobile Command Post	Miri	TracStar 960	0.96	1Direct	4	Las Vegas	NV
RERT-	PSU-RERT NAREL	Miri	Winegard	0.98	IDirect XS	2	Montgomer	AL
RERT	Mobile Command Post	ldirect	Winegard	1.2	IDirect	2	Las Vega s	NV
RERT-	Mobile Environmental	direct	Winegard	1.2	iDlrect XS	1	Las Vegas	NV

ATTACHMENT 3C

SAMPLE PORTABLE SATELLITE UNIT DEPLOYMENT SCENARIOS

Attachment 3C: Sample Portable Satellite Unit Deployment Scenarios

NOTE: The following provides a series of sample response scenarios that are for informational and proposal development purposes only. The Earth Orbiting Satellite (EOS) assignments in the scenarios below are purely for illustrative purposes. NO RESPONSE is required from offerors in response to this information. :

For the purposes of the developing proposals offerors shall assume the following for each scenario.

- The contractor is providing the contract minimum of 3 Earth Orbiting Satellites (EOS).
- EOS1 – providing coverage for the Eastern US and alternate look angles for the Central US.
- EOS2 – providing coverage for the Central/Western US and alternate look angles
- EOS3 – providing coverage for the Western US and Alaska and alternate look angles for the Central US.

Sample Scenario 1

3 PSUs (each with 1 VOIP line) are deployed in Upstate New York (pointing at EOS1), Indiana (pointing at EOS2), and Western Colorado (pointing at EOS3). Assuming each unit is receiving data simultaneously, each PSU receives its CIR of 128k for the VOIP line, and would split the remaining 5M (download) x 2M (upload) service up to the maximum bandwidth that each unit is capable of receiving (1.5M received at each PSU).

Sample Scenario 2

A single EPA PSU is deployed anywhere with line of site to either EOS1, EOS2, or EOS3 and actively receiving data. This PSU will receive 128k CIR for VOIP and the maximum amount of broadband service it can utilize based on its hardware configuration, and a portion of the allotted 5M x 2M service will go unused.

Sample Scenario 3

3 PSUs are deployed on the west coast – one near Los Angeles, one near Portland, and one near Spokane. All three have EOS3 as their primary EOS. Assuming all three are online and receiving data at the same time, each unit would receive 128k CIR for its VOIP line and would receive 1/3 of the remaining bandwidth up to the amount it is capable of receiving (~1.5M received at each PSU).

Sample Scenario 4

2 PSUs are deployed as follows: a 1.2 meter PSU near Denver (EOS2) and a .98 meter PSU near Philadelphia (EOS3). Since only two units are deployed, they would each normally receive ½ of the available bandwidth. However, due to hardware limitations, the .98 meter unit is not capable of receiving 2.5Mbps. The .98 meter unit will receive the maximum service it is capable of (~2Mbps), with the balance of the 5Mbps service going to the 1.2 meter unit (~3Mbps).

Sample Scenario 5

20 PSUs are deployed in our shipping crates to a Hurricane Response on the gulf coast and are split evenly between EOS1 and EOS2. Each of the 20 PSUs are in the field and each receiving the 128k for VoIP, but not all are actively transmitting data. At any given time, 4 of the PSUs are transmitting data and each would be receiving 1.25M (download) and 0.5M (upload) service or up to the maximum bandwidth amount that each unit is capable of receiving. The remaining 16 PSUs could begin transmitting data and the download/upload speeds would adjust accordingly. If one or more worksites/PSUs became a priority, the government would request the vendor/NOC to allocate bandwidth between sites in an unequal manner (i.e. one site gets 2M x 1M, the others split the rest).

ATTACHMENT 4
INVOICING REQUIREMENTS

Attachment 4 Invoicing Requirements

Separate invoices must be submitted for each technical direction issued under this contract.

- A. Invoices for payment shall be submitted in an original and two (2) copies one for the Contracting officer Representative (COR) and one for the Contracting Officer. The contractor shall bill for only incurred costs that have been recorded on Daily and Weekly Reports, signed by the Contracting officer Representative (COR) or other authorized representative; and can be supported by the contractor's own accounting system.
- B. The contractor shall prepare invoices monthly containing at a minimum the following information:
- Contract Number
 - Billing Period
 - Taxpayer ID Number
 - CLINs for which the invoice is being submitted
 - Description of service furnished per CLIN
 - Any supporting documentation required
 - Amount due per CLIN
 - Total amount due
 - Amount invoices per CLIN to date
 - Total amount invoiced to date

The contractor is authorized to invoice up to the agreed CLIN ceilings provided at the time of contract award and in accordance with the following schedule:

- CLIN 0001 – PROJECT MANAGER – as needed
- CLIN 0002 – FIELD ENGINEER – as needed
- CLIN 0003 – DEDICATED BANDWIDTH SERVICE – monthly
- CLIN 0004 – VoIP SERVICE – monthly
- CLIN 0005a – HELP DESK SUPPORT – MONTHLY
- CLIN 0005b – TECHNICAL SUPPORT – MONTHLY
- CLIN 0006a - REBUILD/PURCHASE PSUS – as needed
- CLIN 0006b - REPAIR/UPGRADE PSUs – as needed
- CLIN 0006c - EMERGENCY ON-SITE SERVICE - as needed

C. When the Contracting Officer (CO), or Contracting Officer's Representative (COR), identifies costs in a voucher that are to be suspended or disallowed, these are to be clearly identified, and a justification of the reasons why the costs are disallowed or suspended, communicated to all necessary parties. The CO and/or the COR must document their rationale in a letter that references the questionable costs, invoice number, and a detailed explanation of the suspended amount. The letter must be signed and dated by the appropriate Government official who initiated the suspension, and forwarded to the contractor. The contractor must acknowledge receipt of the suspended costs and re-forward their acknowledgment to the CO, or COR who made the suspension.

D. Upon the CO or COR's request, the contractor will be responsible for providing time reports to support the hours billed under these assignments.

ODCs shall be broken down to include all categories. Upon the COR's or Contracting Officer's request, the contractor will be responsible for providing support for all ODCs billed.

Cost Summaries shall be submitted with each invoice. Each cost summary should also be e-mailed to the CO and COR at the same time the invoices are submitted to EPA. The subject of the email shall reference the Invoice Number. Each file shall summarize costs associated with the task assignments for the current month and cumulative costs incurred to date.

ATTACHMENT 5
PROPOSAL INSTRUCTIONS

ATTACHMENT 5A

TECHNICAL PROPOSAL INSTRUCTIONS

TECHNICAL PROPOSAL INSTRUCTIONS

Notwithstanding any other provision or clause in this solicitation to the contrary, proposals shall be submitted via the FedConnect® web portal (www.fedconnect.net). In addition to the electronic submission via FedConnect, the offeror shall submit an electronic submission via e-mail to the placement Contracting Officer and Contract Specialist at the e-mail addresses provided under the General Instructions below. Offerors shall also submit an original and seven (7) hard copies of the written technical proposal. The offeror shall provide an original and seven (7) hard copies of the written cost proposal. Both electronic submission (FedConnect and e-mail) and hard copies of technical proposal, cost proposal, and other related documents shall be received on or before the closing date and time shown on the cover page of this solicitation.

I. General Instructions:

- (a) The offeror's attention is directed to the provision in Section H of this solicitation entitled, RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION.
- (b) As stated in FAR clause 52.215-1(f) (4), "The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals."
- (c) Delivery of Written Submission
All written submissions (technical and cost proposals, plans, etc.) shall be submitted both electronically via FedConnect and e-mail and through postal mail. E-mailed electronic submissions shall be submitted to the following e-mail addresses on or before the closing date and time shown on the cover page of this solicitation:

Elaine Scott
Scott.Elaine@epa.gov

Dionne Wright
Wright.Dionne@epa.gov

Additionally, hard copies of technical, cost proposals, and other related documents shall be mailed to:

Hand-Carried Address:

Environmental Protection Agency
1300 Pennsylvania Avenue, N.W.
Mail Code 3805R
Washington, DC 20004

Mailing Address:

Environmental Protection Agency
1300 Pennsylvania Avenue, N.W.
Mail Code 3805R
Washington, DC 20460

II. Proposal Instructions:

Offerors are advised to read the technical proposal instructions and evaluation criteria thoroughly before preparing their technical proposal. The following sections provide further details regarding the written technical proposal. Please note that the terms “offerors”, “you”, “your”, etc., as used below, refer to the prime contractor, all subcontractors, consultants, and any other team contractors.

(a) Written Technical Proposal

Offerors shall submit their technical proposal separately from their cost proposal. All cost or pricing details shall be omitted from the technical proposal. Written proposals should consist of five sections. Further details on the format and content of the requested information is discussed below. Technical proposals shall be prepared using the following guidance:

(1) The offeror shall submit a cover letter indicating that this proposal is its official offer to the Government. The letter must be signed by an official authorized to bind the offeror. The proposal shall be considered to be firm for a period of not less than 180 calendar days from the due date of the solicitation.

(2) **Length** - The maximum length of the technical proposals shall be limited to 25 double-sided typewritten pages (i.e. 25 single sheets of paper for a maximum of 50 sides of pages) on 8 ½ x 11” paper, using no less than 10 point character size and no less than an average of 3/4” all around for margins.

The following items are excluded from the above stated page limitation: letters of transmittal, cover page, table-of-contents, dividers, labor-mix matrices, charts, resumes, and past performance reference information. Offerors are strongly encouraged to be succinct, clear and concise as possible in writing the proposal and adhering to the page limitation. Should an offeror fail to adhere to the page limitations cited above, any pages in exceeding the page limitation will not be considered for review or evaluation by EPA.

(3) **Proposal Format** - Offerors are advised to supply all information in the sequence and format specified below. The offeror’s proposal and supporting documentation must provide sufficient information for the Government to conduct a thorough evaluation. It is recommended that proposals be placed in binders with dividers clearly indicating the following sections:

- A. General Technical Approach
- B. Quality Assurance
- C. Key Personnel
- D. Transition Plan
- E. Past Performance

(4) **Charts** – Offerors are encouraged to use charts whenever appropriate. However, charts should only be used for quantitative and graphical methods to portray facts. (Charts are considered to be tables, lists, matrices, diagrams, tabulations, etc.)

(5) **Prohibition of Cost Data** - As stated above, all costs or pricing details must be omitted from the technical proposal.

(6) **Exceptions** - Any exceptions or conditional assumptions taken with respect to the requirements of this RFP shall be fully explained as an attachment to the written technical proposal. However, please note that exceptions or deviations may render your proposal as non-responsive and therefore ineligible for an award without discussions.

III. Required Sections of the Written Technical Proposal:

As stated above, offerors are encouraged to review Section M clause entitled, Evaluation Factors for Award and the PWS when preparing their written proposals. Please be advised general statements made by the offeror such as “We

have reviewed the requirements and can meet the stated requirements” shall NOT be considered a demonstration of an offeror’s ability to perform.

1. General Technical Approach:

- A. The Offeror shall demonstrate how they will manage the 5M x 2M bandwidth availability from a remote site with respect to one or more sites having a higher bandwidth priority than others.
- B. The Offeror shall demonstrate their ability to support current EPA equipment (see attachment 3B – EPA Equipment) into their (the Offeror’s) proposed network without making any changes to existing EPA equipment.
- C. The Offeror shall demonstrate how they will maintain current equipment as well as any additional equipment purchased (ie: trouble-shooting, diagnosing, and repairs).
- D. The Offeror shall demonstrate their ability to meet the line of site requirements for the Earth Orbiting Satellites (EOS) outlined in the Performance Work Station (PWS). At a minimum, Offeror shall provide maps with clearly depicted and labeled contour lines, coverage across the required locations, satellite gain to noise temperature ratio (G/T), effective isotropic radiated power (EIRP), and elevation angle values for proposed satellite(s) and covered region(s)
- E. The Offeror shall describe how they will provide unlimited data flow and Voice-Over-Internet-Protocol (VOIP) calls including number porting using existing phone numbers.

2. Quality Assurance:

- A. The Offeror shall provide a detailed infrastructure for help desk support, field deployment, and response times to end-users within CONUS and OCONUS areas.
- B. The Offeror shall demonstrate how they will provide a 5M x 2M bandwidth with a 99.95% availability to the entire EPA fleet of Portable Satellite Units (PSUs)
- C. The Offeror shall describe the infrastructure as well as the redundant systems for their proposed Network Operating Center (NOC). At a minimum, the infrastructure description should include power, backup power, network backup and remote management capabilities.

3. Key Personnel:

- A. **Project Manager** – Offeror shall demonstrate a minimum of five (5) years of experience in work that relates to the requirements of the Performance Work Statement (Attachment 3#) through a resume, training, certificates and licenses.
- B. **Field Deployment Engineer** – Offeror shall demonstrate a minimum of five (5) years of experience in work that relates to the requirements of the Performance Work Statement (Attachment 3#) through a resume, training, certificates and licenses.

C. Transition Plan:

The Offeror shall provide a detailed transition plan. This plan shall include the following: a detailed project schedule for bringing each portable satellite unit (PSU) into the network, details on travel to any location(s) from the list of PSU locations provided in Attachment 3A of this solicitation that the offeror deems necessary and details of maximum anticipated downtime (period of when PSU is not functioning – not to exceed one day for software issues and three days for hardware issues). There should be no network wide blackouts caused by the Offeror for the transitioning of the PSUs. If Offeror deems a transition plan is not necessary, Offeror shall provide an explicit and detailed explanation as to why.

4. Past Performance:

- A. The Offeror shall submit past performance information on all or at least three (3) references. The information provided must include: 1) Point of Contact (POC); 2) Email and Phone Number of the POC; 3) type of contract (ie: Fixed Price/Time & Material); 4) Contract Number; 5) Amount awarded for services similar in nature; and 6) authorization from Offeror for EPA to contact references. Attachment 7 – “Past Performance Questionnaire” shall be used to obtain this information from all or at least three (3) references.

ATTACHMENT 5B
COST INSTRUCTIONS

COST/PRICE PROPOSAL INSTRUCTIONS

Submit your Cost/Price Proposal as a separate part of the total proposal package.

The purpose of these cost instruction is to assist offerors in submitting information required to evaluate the reasonableness and realism of proposed costs. Offerors should provide sufficient detail to demonstrate the reasonableness of proposed costs. The burden of proof for credibility of proposed costs/prices rests with the offeror.

Cost information for this procurement is limited to the contractor's direct labor rates, indirect rates and other elements required by the Government to establish cost realism. All dollar amounts provided shall be rounded to the nearest dollar. All loaded labor rates shall be rounded to the nearest dollar. All loaded labor rates shall be rounded to the nearest penny.

Cost proposals shall include a Table of Content; summary descriptions of estimating, purchasing and accounting systems, changes to estimating, accounting practices, or CAS Disclosure Statement. Cost or pricing information and supporting data shall include estimating methodology.

The Offeror and team subcontractors shall provide a summary description of its standard estimating, purchasing and accounting systems which cover (separately) each major cost element. Also, identify any deviations from the standard estimating, purchasing and accounting procedures in preparing this proposal. State whether you have Government approval of these systems and if so, provide evidence of such approval.

The offeror shall provide a comprehensive listing of professional and technical labor categories they intend to propose for work under this contract. Labor classification statements for each proposed category of labor, describing position qualifications shall be included (see Table 1 for suggested format).

To support reasonableness, describe the basis of estimates for the proposed direct and indirect rates and factors and provide support for all elements. This support should describe any assumptions and mathematical calculations used to develop the proposed rates. In addition, if your rates have been recently approved, include a copy of the rate agreement. Otherwise, please provide documentation that shows the pool and base information, by element for each of the proposed indirect rates. A description of the treatment of all non-labor costs (subcontracts, materials, ODCs) with respect to applicable burdens, should also be provided.

All indirect rates and profit shall be included in the fixed labor rates proposed for each category. The contractor shall not "double-bill" for any work (e.g. do not include contract management as a separate labor category if it is a firm's standard practice to include contract management as an indirect charge).

Offerors should clearly identify separate cost or pricing associated with each contract period, i.e., Base Period, Option Period I, Option Period II, Option Period III, and Option Period IV.

Offerors should provide the cost or pricing data in narrative form with a spread sheet, clearly and adequately describing all cost or pricing data for the cost assumptions/basis of proposal.

(1) Direct Labor.

Labor costs shall be computed by multiplying the appropriate rate by the number of direct labor hours specified

Offeror shall list fixed hourly rates for all categories of labor and for all Option Periods (see Attachment 2 – Contract Lines Items for Fixed Labor Rates).

Table 1 – Fixed Priced Services

The Fixed Price Services in Table 1 (below) shall be inclusive of all expenses including, but not limited to, contract level required reports, wages or salaries, labor costs, fringe benefits, overhead, computer and communications supplies, support, training, general and administrative expenses.

Description	Base Year Monthly/Year	Option Period I Monthly/Year	Option Period II Monthly/Year	Option Period III Monthly/Year	Option Period IV Monthly/Year
Dedicated Bandwidth Service					
VoIP Service					
Help Desk Support					
Total					

Table 2 - Regular Labor, Fully Burdened Hourly Rate

The offeror shall list rates for the proposed labor categories below in accordance with the instructions in this clause and Attachment 2 entitled CONTRACT LINE ITEMS FOR FIXED LABOR.

The fixed labor rates shall be inclusive of all indirect costs and profit. These rates shall be fully burdened and inclusive of all expenses including, but not limited to, contract level required reports, wages or salaries, labor costs, fringe benefits, overhead, computer and communications supplies and support, training, general and administrative expenses and profit. In addition to the regular fixed labor rates, when applicable, overtime rates shall be provided for eligible labor categories. Please use Exhibit A as a point of reference when developing your loaded labor rates.

Labor Category	Base Rate	Overhead %	G&A %	Profit	Other Elements*	Fully Burdened Hourly Rate
Project Manager						
Field Deployment Engineer						
Additional Position 1**						
Additional Position 2**						
Additional Position 3 **						

**Offerors shall provide an explanation of any other cost elements (i.e. other approved indirect rates) proposed as part of the labor rate build-up.

Labor Rates:

Offerors shall explain the basis of the proposed labor rates, including a complete justification for all assumptions used to develop weights applied to your company's category or individual rates that comprise the rates for labor categories specified in the solicitation. This explanation should describe how technical approach coincides with the proposed costs. If the proposed direct labor rates are based on an average of the individuals' proposed to work on the contract, provide a list of the individuals proposed and the hours associated with each individual in deriving the rates. If the proposed direct labor rates are based on an average of company category rates, identify and describe the labor categories and the percentages associated with each category in deriving the rates, explaining in detail the basis for the percentages assigned.

Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).

For labor rate contracts, for each fixed labor rate, offerors shall identify the basis for the loaded fixed hourly rate for each contract period. For example, the rate might consist of the following cost elements: raw wage or salary rate, plus fringe benefits (if applicable), plus overhead rate (if applicable), plus General and Administrative Expense rate (if applicable), plus profit. When determining the composite raw wage for a labor category, the offeror shall provide in narrative form the basis for the raw wage for each labor category. If actual wages of current employees are used, the basis for the projections should be explained.

Indirect costs (fringe, overhead, general and administrative expenses) - Provide actual pool expenses, base dollars or hours (as applicable for the past five years). Include the actual indirect rates for the past five years including the indirect rates proposed, the actual indirect rates experienced and, if available, the final negotiated rate. Indicate the amount of unallowable costs included in the historical data. If the forward pricing rates have been recently approved, include a copy of the rate agreement. If the agreement does not cover the projected performance period of the proposed effort, provide the rationale and any estimated rate calculation for the proposed performance period. Submit supporting documentation for rates which have not been approved or audited. Indicate whether computations are based upon historical or projected data. Submit documentation of the allocation base for each proposal indirect rate.

Other Direct Costs (ODCs) – Attachment 3 – OTHER DIRECT COSTS (ODCs) of the solicitation provides the amount of Other Direct Costs, therefore, this amount is exclusive of any applicable indirect cost and fee. If any of the cost elements identified as part of the specified other direct costs are recovered as an indirect cost, in accordance with the offeror's accounting system, those costs should not be included as a direct cost. Complete explanation of this adjustment and the contractor's practice should be provided. Provide historical other direct costs dollars per level of effort hour on similar contracts or work assignments.

Table 3 - Other Direct Costs and Travel

The Government realizes there are various components of this requirement whose costs cannot be determined at this time. As such, all other costs that are separate and distinct from the fixed rate portion of this requirement shall be classified as other direct costs and reimbursed on a cost reimbursable basis. Offerors are encouraged to propose additional ODCs should they be required to support performance of this requirement, and list their associated costs in the table below.

The following ODC ceilings shall be applicable for each contract year. Offerors shall use these ceilings as plug figures when proposing costs.

Category	Base Year 1	OPT PD 1 Year 2	OPT PD 2 Year 3	OPT PD 3 Year 4	OPT PD 4 Year 5
Total ODCs	\$103,100	\$106,200	\$109,400	\$112,682	\$116,062
Travel (estimated 25 trips per period of performance)	\$ 23,000	\$ 23,700	\$ 24,411	\$ 25,143	\$ 25,897

Material Handling Cost - This is a Fixed Price, Time and Material type contract. For the purposes of this contract, the ODCs are considered "materials". Any material handling cost will apply to the ODCs only. If offerors normally apply a material handling cost (indirect cost) as described in FAR 16.601(c)(3), this material handling costs shall not include costs contained in the fixed rates for labor and equipment. This percentage should be included in your proposal in Section B. This material handling costs is subject to full review by the EPA and must conform to the

cost principles in FAR Part 31. If proposed, the offeror shall provide an explanation in support of the rate as part of your price proposal.

- ** If your rate has been recently approved, include a copy of the rate agreement.
- ***Submit supporting documentation for rates which have not been approved or audited.

Travel -

(a) The amount specified in the schedule for travel is an estimate only. The actual amount for travel may be greater or less than the amount estimated as long as the maximum travel ceiling amount is not exceeded. Travel is limited to site specific or other travel, as authorized by the technical direction.

(b) The Contractor's primary mobilization point for establishing reasonableness for personnel travel-associated costs shall be located within **To Be Established after Contract Award**.

This primary mobilization point is listed below:

To Be Established after Contract Award

(c) The Contractor agrees to make every effort to mobilize field personnel from the nearest available location to the site; however, in no event shall the travel charges exceed what the charge would be if the employees were mobilized from the Contractor's primary mobilization point.

(d) Allowable travel expenses shall be determined in accordance with Federal Acquisition Regulation (FAR) subpart 31.205-46, Travel Costs, and the Federal Travel Regulations (FTRs). Travel expenses include costs for transportation, lodging, meals, and incidental expenses incurred by contractor personnel in performance of this contract. Travel expenses are allowable for each employee required on-site if the work site is in excess of fifty (50) miles one way from the individual's place of employment or residence, whichever is less, and total work day (including travel time) exceeds 12 hours per day. The "50 miles in 12 hours" is the current stipulation for travel costs and may be superseded by later editions of the FAR and/or FTRs. The "50 miles in 12 hours" shall not be exceeded without the approval of the CO. The regulations in effect at any given time govern travel costs under this contract. Travel expenses may include General and Administrative expenses to the extent that it is the Contractor's normal accounting practice to charge on such a basis. In the performance of necessary travel allocable to a particular technical direction, the Contractor shall use the least expensive means available to the extent consistent with the requirements of each response action. Once employees are working on site, the Contractor may elect to make personnel substitutions. However, EPA will not pay any associated travel charges for any such substitution unless determined to be appropriate by the OSC or authorized Contracting Officer Representative (COR). On occasions where an employee takes sick or vacation leave from an EPA site, the government will not pay any travel costs associated with the departing employee or for the employee designated as the replacement. Reimbursement of travel expenses by EPA will be consistent with the FTRs and subject to the following: Costs incurred for lodging, meals and incidental expenses shall be considered to be reasonable and allowable only to the extent that they do not exceed, on a daily basis, the maximum per diem rates in effect at the time of travel as set forth in the FTRs. NOT

Transition Costs – The solicitation specifies the amount of transition costs, this amount is exclusive of any applicable indirect costs and fee. For planning purposes, offerors can anticipate a transition period no longer than 30 calendar days between the contract award date and the contract start date. Therefore, the offeror shall be fully staffed and operational, ready to accept work from EPA at the beginning of the contract start date. The cost of mobilization is included in the fully loaded fixed rate.

The Offeror may indicate the above cost or price-detailed data in narrative form or on a spread sheet, provided that all cost or pricing data is adequately and clearly described. Place recap/summary information on the SF 1411. Clearly identify all costs and data in support of the proposed cost/price. Include the index required by FAR 15.408, Table 15-2, I.B.

Submit a current financial statement, including a balance sheet and a statement of profit and loss for the last completed fiscal year. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.). If other divisions, subsidiaries, a parent or affiliated companies will perform work or furnish materials under this proposed contract, please provide the name and location of such affiliate and your inter-company pricing policy. Separately identify costs and supporting data for each such entity proposed.

The contract schedule includes a "Fixed Rates for Services" attachment, please provide in your cost proposal a schedule duplicating the format in the attachment and include your proposed fixed hourly rates per labor category.

Note: The Government reserves the right to adjust an offeror's or its subcontractor's estimated indirect costs for evaluation purposes based on the Agency's judgment of the most probable costs up to the amount of any stated ceiling.

Note: For the purposes of establishing a contract ceiling, the Government will apply offeror's proposed fixed-price and fixed labor rates to the estimated quantities included in the solicitation (and add other direct costs, if applicable) for all contract periods. The total contract price derived from these quantities (inclusive of other direct costs) shall represent the maximum that may be ordered under the resulting contract. Note: This estimate is not a representation by the Government that the estimated quantities will be required or ordered.

Contract Ceiling:

The ceiling price for the BASE PERIOD of the contract is TBD. The ceiling price for the Option Period I is TBD. The ceiling price for Option Period II is TBD. The ceiling price for Option Period III is TBD. The ceiling price for Option Period IV is TBD. If all option periods are exercised, the total possible contract ceiling price is TBD.

Notwithstanding any other provision or clause in this solicitation to the contrary, proposals shall be submitted via the FedConnect® web portal (www.fedconnect.net). In addition to the electronic submission, Offeror shall submit **an original and seven (7) copies** of the Cost/Price proposal. Cost/Price proposals should be prepared on standard 8.5" x 11" paper, utilizing two sided printing where possible. Pages should be numbered consecutively. In addition to a hard copy of the information, to expedite review of the proposal, offerors shall include the formulas and factors used in calculating the financial data.

ATTACHMENT 6
CLIENT AUTHORIZATION LETTER

Re: Client Authorization Letter
[Addressee]

Dear (*Client's name*):

We are currently responding to the Environmental Protection Agency's, Request for Proposal SOL-HQ-16-00004 for the "National Approach to Response Field Communications Workgroup Portable Satellite Units, Bandwidth and Maintenance Services" requirement. The EPA is placing increased emphasis in their acquisitions on past performance as an evaluation factor. Accordingly, we formally request that you complete the attached performance evaluation of our firm.

The EPA requests that each offeror send past performance questionnaires to its customers and once completed, forward back to the EPA Contracting Officer. To evaluate us for this requirement, please copy the form onto your company's letterhead, complete and sign it, and send it so that your response is received no later than _____. Submissions options are listed below.

US MAIL	Courier	Email	Facsimile
US Environmental Protection Agency Attn: Elaine Scott 1200 Pennsylvania Avenue NW Mail Code: 3805R Washington, DC 20460	US Environmental Protection Agency Attn: Elaine Scott 1300 Pennsylvania Avenue NW Room Number: 61166 Washington, DC 20004	<u>Scott.Elaine@epa.gov</u>	(202)565-2558

Additionally, EPA requires offerors to inform references identified in proposals that EPA personnel may contact them about past performance information. If you are contacted by EPA personnel for information on work we have performed for your organization, you are hereby authorized to respond to the EPA's inquiries. Your cooperation is appreciated. Please direct any questions to _____.
(*offeror's point-of-contact*)

Sincerely,

ATTACHMENT 7
PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE

SOURCE SELECTION SENSITIVE INFORMATION

Name of Offeror: _____

Contract Information
(supplied by offeror in proposal)

Name of Contractor: _____

Contract Number: _____

Contract Title: _____

Contract Value: _____

Type of Contract: _____ Period of Performance: _____

The ratings below are supplied by the contractor identified above, NOT the offeror.

Performance Elements	Not Applicable	Outstanding	Satisfactory	Unsatisfactory
1. Quality of Product or Service				
2. Timeliness of Performance				
3. Effectiveness of Management(including subcontractors)				
4. Initiative in Meeting Requirements				
5. Response to Technical Direction				
6. Responsiveness to Performance Problems				
7. Compliance with Cost Estimates				
8. Customer Satisfaction				
9. Overall Performance				

10. Remarks on outstanding performance:

(Provide data supporting this observation; you may continue on a separate sheet if needed.)

11. Remarks on unsatisfactory performance:

(Provide data supporting this observation; you may continue on separate sheet if needed.)

12. Please identify any corporate affiliations with the offeror.

13. Would you do business with _____ again?
(insert offeror's name)

14. Information provided by:

Name

Title

Mailing Address (Street and P.O. Box)

City, State and Zip Code

Time of Call

Telephone and Fax Numbers

15. Questionnaire completed by:

Name of EPA Employee

Signature of EPA Employee

Title

Date Questionnaire Completed _____